

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



ITEM
3.83
(ID # 5097)

MEETING DATE:

Tuesday, August 29, 2017


FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Amendment No. 3 to the Agreement with Dimension Data (Formerly Nexus IS) for Renewal of Cisco Smartnet Maintenance for One Year. [All Districts]; [Total Cost \$ 853,473 - 100% RCIT Operating Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Amendment No. 3 to the agreement with Dimension Data for Renewal of Cisco Smartnet Maintenance, in the amount of \$853,473 for one year, through August 31, 2018; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel, to: sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION:


Dave Rogers, Chief Information Officer 8/17/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: RCIT, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 853,473	\$ 0	\$ 853,473	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Operating Budget			Budget Adjustment: No	
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On September 1, 2009 (agenda item 3.92), the Board of Supervisors approved a professional service agreement with Nexus IS, Inc., in the amount of \$400,000, for Cisco SmartNet Management Services. On April 9, 2013 (agenda item 3-26), the Board of Supervisors approved Amendment No. 1, increasing the contract amount from \$400,000 to \$750,000 and extending the term for six additional one-year periods. The increase in Cisco SmartNet Services was necessary to cover the county department equipment transitioning into RCIT. On October 21, 2014, the Board of Supervisors approved Amendment No. 2 that modified the agreement to a three-year period of performance to take advantage of a three-year contract discount offer, with an option to renew for one additional year. The amendment decreased the annual contract amount from \$750,000 to \$565,776. Nexus IS, Inc., has since been acquired by Dimension Data North America who is assuming the contract.

The proposed Amendment No. 3 increases the contract amount from \$565,776 to \$853,473. The increase in the contract value is required to add additional networking and security equipment installed to support the Data Center, RC3 (Riverside County Collaboration Center), the larger internet connections and additional equipment added as part of the County's Converged Network Project.

The support provided by Cisco includes maintenance and repair or replacement of switches, routers, firewalls and data networking equipment in departments throughout the County, including the County's Data Center (RC3) and Riverside University Health System (RUHS). Under the maintenance component of the agreement, all data networking equipment is kept current with the latest security and operating system updates (patches). This is increasingly important, given the threats to security and security breaches resulting from hackers around the world. The support also includes: upgrades, fixes (repair or replacement of failed equipment at no additional cost), software redesign, security remediation and access to subject matter experts, when the situation warrants. RCIT uses this support regularly throughout the year to resolve several hundred issues in technology, which could otherwise result in service degradation or outages.

Impact on Residents and Businesses

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

The Cisco SmartNet maintenance renewal will ensure equipment on the county's enterprise network has support in the event of any hardware/software failure and security vulnerabilities. This will ensure telephony and network services remain available for communication between county departments and with the public.

Contract History and Price Reasonableness

Dimension Data offered a 26% discount off \$1,153,341 resulting in a savings of \$299,868 by exercising the one-year renewal option. The cost of the one-year renewal will be \$853,473. On August 02, 2017, Riverside County Technology Oversight Committee (TSOC) approved the extension of the requested renewal option.

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ATTACHMENTS:

ATTACHMENT A. AMENDMENT NO. 3

ATTACHMENT B. QUOTE

ATTACHMENT C. POLICY H-11 TECHNOLOGY PROCUREMENT FORM -
APPROVED

ATTACHMENT D. 09-01-2009 ORIGINATING AGREEMENT AGENDA 03-92



Jennifer Sargent, Principal Management Analyst

8/22/2017



Teresa Summers, Assistant Director of Purchasing

8/17/2017



Gregory Priamos, Director County Counsel

8/18/2017

COUNTY OF RIVERSIDE
AMENDMENT NO. 3 TO THE AGREEMENT
WITH
DIMENSION DATA NORTH AMERICA (formerly NEXUS IS)

Original Contract Term: September 1, 2009 through August 31, 2010 then extended through August 31, 2017
New Contract Term: September 1, 2017 through August 31, 2018
Effective Date of Amendment: September 1, 2017
Annual Maximum Contract Amount: \$857,473
Contract ID: RIVCO-20420-001-08/18

The Agreement between the County of Riverside ("COUNTY") and Dimension Data North America ("CONTRACTOR") entered into on September 1, 2009 is amended as follows and such changes shall take precedence over the terms of all prior amendments:

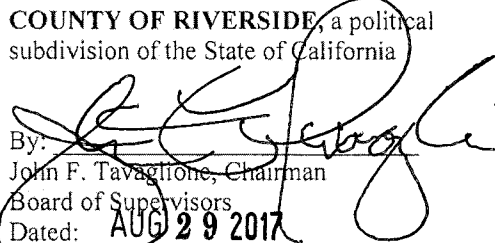
1. **Section 2.1, Period of Performance:** Delete the first sentence in its entirety and replace with: "This Agreement shall continue in effect through August 31, 2018, unless terminated earlier."
2. **Section 3.1, Compensation:** Delete the first sentence in its entirety and replace with: "The COUNTY shall pay CONTRACTOR for services performed at the one year total fee of \$853,473 through August 31, 2018 including all expenses, based on the availability of fiscal funding."
3. **Section 3.3, Compensation:** Change the County address for invoices to: Riverside County Information Technology, 3450 14th Street, Riverside, CA 92501
4. CONTRACTOR's Quote No. 18053655 dated August 16, 2017 is incorporated into this amendment.

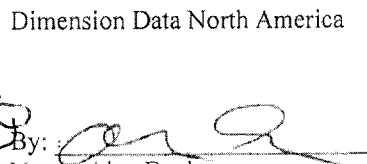
All other terms and conditions of the Agreement shall remain unchanged.

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

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

Dimension Data North America

By: 
John F. Tavaglione, Chairman
Board of Supervisors
Dated: AUG 29 2017


By: 
Name: Alan Engler
Title: Vice President, Vertical Markets
Dated: 08/18/17

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Neal Kipnis,
Deputy County Counsel

AUG 29 2017 3.83

RIVERSIDE COUNTY INFORMATION TECHNOLOGIES Quote Summary

Dimension Data
 11006 Rushmore Dr
 Suite 300
 Charlotte, NC 28277

Customer: RIVERSIDE COUNTY INFORMATION TECHNOLOGIES
 INNOVATION CENTER
 RIVERSIDE CA 92501

Contact:
Phone:
Cell:
Email:

Quote Date: 08/16/17

Name: Cynthia Reason
Phone: 919-791-1088
Email: cynthia.reason@dimensiondata.com
E-Fax: 727-231-0911

Specialist: Sabrina Simons
 sabrina.simons@dimensiondata.com
 661-362-4063

This quotation is valid for 30 days from the date of issuance and is subject to Dimension Data's Standard Terms and Conditions of Sale

Quote Number	Description	Ext List	Prorated	Customer Price
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1	18053655 Smartnet Renewal	\$1,153,341.25		\$853,472.53
Total (USD):				\$853,472.53

If you wish to purchase this quote, simply fax a copy of your Purchase Order to 661-362-4063
 This quotation is governed by Dimension Data's Terms and Conditions of Sale available at <http://www.dimensiondata.com/rgr/na/legal/Pages/Home.aspx> and which are incorporated herein by reference. Dimension Data's offer to sell the services specified in this quotation and, if applicable, its obligation to perform are expressly conditional upon Customer's acceptance of these Terms and Conditions of Sale without additional or different terms. Customer may accept Dimension Data's offer by issuing a purchase order and such action shall be deemed to be Customer's unconditionally acceptance of the Terms and Conditions of Sale. Customer acknowledges and agrees that it has the ability to access each URL referenced in this quotation. Customer waives any claims or defenses to the validity or enforceability of the Terms and Conditions of Sale arising from any electronic submission of it to Customer.

- Notes:
1. All prices are valid for 30 days
 2. All prices are exclusive of applicable Sales Tax and labor for installation.

Price Quotation

Quote Number: 18053655
Quote Date: 08/16/17
Description: Smartnet Renewal

Name: Cynthia Reason
Phone: 919-791-1088
Email: cynthia.reason@dimensk.com
Fax: 777-231-0911

Customer: RIVERSIDE COUNTY INFORMATION TECHNOLOGIES
Dimension Data
11006 Rushmore Dr
Suite 300
Charlotte, NC 28277

Contact: Cynthia Reason
Phone: 919-791-1088
Cell:
Email:

This quotation is valid for 30 days from the date of issuance and is subject to Dimension Data's Standard Terms and Conditions of Sale

Table with columns: INSTALLED SITE NAME, SITE ADDRESS, CITY, STATE/PROVINCE, POSTAL CODE, COUNTRY, Product Number, Product Description, Qty, Unit Contract, HOST ID, Service Level, Entitlement, Instance ID, Serial Number. Rows include various Cisco and Dimension Data products like switches, routers, and licenses.

RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	INFO-TORO-MWOB	SNT	SNTC B3SXNBD	1400196877	FXK1718AM08
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-RIDGE-ROAD	SNT	SNTC B3SXNBD	1400187124	FXK1719ANHP
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-VAQUERO	SNT	SNTC B3SXNBD	1400187242	FXK1719ANHQ
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-MARSHALL	SNT	SNTC B3SXNBD	1400187179	FXK1719ANHC
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-QUAL VALLEY	SNT	SNTC B3SXNBD	1400188139	FXK1719ANHD
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-TEPESCAL	SNT	SNTC B3SXNBD	1400214669	FXK1718ALS
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-RECONCICHESA	SNT	SNTC B3SXNBD	1400214734	FXK1718ALS3M
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-RICE	SNT	SNTC B3SXNBD	1400214833	FXK1718ALZ2
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-BL-BIKEAGL-CR-1-1	SNT	SNTC B3SXNBD	1400217076	FXK1718ALZ3
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-ESTELLE-MTN (EMT)	SNT	SNTC B3SXNBD	1400217124	FXK1718ALZ4
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-TIMECEO	SNT	SNTC B3SXNBD	1400217369	FXK1718ALZ5
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-CAVALCO	SNT	SNTC B3SXNBD	1400217586	FXK1718ALS3R
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-ROAD-177	SNT	SNTC B3SXNBD	1400217507	FXK1718ALVY
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-IN-CHKWALLA-CR-1-1	SNT	SNTC B3SXNBD	1692989408	FXK1929AF68
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-HUNTING	SNT	SNTC B3SXNBD	1400186735	FXK1718ALZ6
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-BANBANG-CR-1-1	SNT	SNTC B3SXNBD	1400187829	FXK1718ALZ7
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-WINDHESTER	SNT	SNTC B3SXNBD	1400217152	FXK1718ALZ8
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-WHITE-WATER	SNT	SNTC B3SXNBD	1400217445	FXK1718ALZ9
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	SORC-INDO-VARNER	SNT	SNTC B3SXNBD	1581617896	FXK1736AL4
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	SORC-BANG-CR-1-1	SNT	SNTC B3SXNBD	1600899818	FXK1728A548U
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-VDELJUNCTION	SNT	SNTC B3SXNBD	1379728212	FXK1727AN76
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-ECOCON-HILL	SNT	SNTC B3SXNBD	1379728212	FXK1727AN77
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-NOVA-MWOB	SNT	SNTC B3SXNBD	1379728808	FXK1727AN77
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-IN-CACCTY-CR-1-1	SNT	SNTC B3SXNBD	1379728958	FXK1727AN77
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-BL-CORNR-CR-1-1	SNT	SNTC B3SXNBD	1379729130	FXK1727AN79
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-INDO	SNT	SNTC B3SXNBD	1379729212	FXK1727AN79
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-BLACKROCK	SNT	SNTC B3SXNBD	1390467743	FXK1727AM7T
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-CLINTON-KEITH	SNT	SNTC B3SXNBD	1390467943	FXK1727AM7T
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-ORANGE-AR-1-8	SNT	SNTC B3SXNBD	1548906845	FXK1428AQ02
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-MTDAVID	SNT	SNTC B3SXNBD	1393047236	FXK1727AMVY
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-WALLEYSWELL	SNT	SNTC B3SXNBD	1393047236	FXK1727AMVY
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-BL-BODYPK-GM-1-1	SNT	SNTC B3SXNBD	5468964608	FXK1428AQ04U
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-RV-ALDIO-GM-1-1	SNT	SNTC B3SXNBD	5489996157	FXK1428AQ04U
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-IN-LABWLD-GM-1-1	SNT	SNTC B3SXNBD	548700544	FXK1428ADOME
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-IN-DRCAR-GM-1-1	SNT	SNTC B3SXNBD	548700544	FXK1428ADOME
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-SH-RANGE-AR-1-8	SNT	SNTC B3SXNBD	548906845	FXK1428AQ02
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	PD-RV-ORANGE-AR-1-1	SNT	SNTC B3SXNBD	548906845	FXK1428AQ02
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	DP-PR-PERMISS-VR-1-1	SNT	SNTC B3SXNBD	1671065164	FXK1908AL6
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-HEMT	SNT	SNTC B3SXNBD	137987856	FXK1717AN0N
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-BOX-SPRINGS	SNT	SNTC B3SXNBD	137987856	FXK1717AN0N
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-SANTAGO PEAK	SNT	SNTC B3SXNBD	1382023816	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	MM-ELSENDIGO PEAK	SNT	SNTC B3SXNBD	1382023816	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-IN-LAMBLD-GM-1-1	SNT	SNTC B3SXNBD	1382023816	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-IN-DRCAR-GM-1-1	SNT	SNTC B3SXNBD	1382023816	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	PD-IN-LAMBLD-AR-1-1	SNT	SNTC B3SXNBD	1620644842	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	DP-RV-ORANGE-AR-1-1	SNT	SNTC B3SXNBD	548906845	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-RV-CULB-VR-1-1	SNT	SNTC B3SXNBD	1354889051	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-RV-CAC-VR-1-8	SNT	SNTC B3SXNBD	1355061951	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-PR-STJ-VR-1-1	SNT	SNTC B3SXNBD	1357392829	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-IV-MWC-VR-1-1	SNT	SNTC B3SXNBD	1357392829	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-RV-CAC-VR-1-10	SNT	SNTC B3SXNBD	1357417101	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-IV-MWC-VR-1-10	SNT	SNTC B3SXNBD	1357417101	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-RV-CAC-VR-1-10	SNT	SNTC B3SXNBD	1358585443	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-IV-MWC-VR-1-10	SNT	SNTC B3SXNBD	1358585443	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-IV-MWC-VR-1-10	SNT	SNTC B3SXNBD	1358585606	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-RV-CAC-VR-1-1	SNT	SNTC B3SXNBD	1358790650	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	IT-IV-MWC-VR-1-1	SNT	SNTC B3SXNBD	1358790650	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	Minor	SNT	SNTC B3SXNBD	1703865186	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	Minor	SNT	SNTC B3SXNBD	1715544056	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	Minor	SNT	SNTC B3SXNBD	1715544056	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco 2911 w/3 GE4	1	2501458	1	2501458	1715544056	SNT	SNTC B3SXNBD	3709385245	FXK1727AM0P
RIVERSIDE COUNTY	INFORMATIO 6147	RIVERCREST DRIVE	CA	92507	US	CSC02911/9	Cisco									

RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	SFA-8X1FE-TX-V2	Cisco 8-Port Fast Ethernet (TX) Shared Port Adapter	1 2501458	Minor	SNTC 24K7X4	402652088	JAE12119HM0N
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	SFA-8X1FE-TX-V2	Cisco 8-Port Fast Ethernet (TX) Shared Port Adapter	1 2501458	Minor	SNTC 24K7X4	402652088	JAE12211WFC
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	SFA-8X1CHT/E1	*8-port Channelized T1/E1 to DSO Shared Port Adapter	1 2501458	INFO-BLVE-HUB	SNTC 24K7X4	399418095	JAE12211WZ
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	SFA-8X1CHT/E1	*8-port Channelized T1/E1 to DSO Shared Port Adapter	1 2501458	INFO-BLVE-HUB	SNTC 24K7X4	399418095	JAE12211WZ
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	SFA-8X1CHT/E1	*8-port Channelized T1/E1 to DSO Shared Port Adapter	1 2501458	INFO-HEMT-HUB	SNTC 24K7X4	402652109	JAE1224L390
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	SFA-8X1CHT/E1	*8-port Channelized T1/E1 to DSO Shared Port Adapter	1 2501458	INFO-MURT-HUB	SNTC 24K7X4	402729270	JAE1224L3DX
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	SFA-8X1CHT/E1	*8-port Channelized T1/E1 to DSO Shared Port Adapter	1 2501458	INFO-RIVE-CAC-HUB	SNTC 24K7X4	403220803	JAE1221J7R8
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST SUITE A	CA	92507	US	SFA-8X1CHT/E1	*8-port Channelized T1/E1 to DSO Shared Port Adapter	1 2501458	Minor	SNTC 24K7X4	403219832	JAE1224L16K
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST SUITE A	CA	92507	US	SFA-8X1CHT/E1	*8-port Channelized T1/E1 to DSO Shared Port Adapter	1 2501458	rnewsimc1D - 24x24 Coverage	SNTC 24K7X4	403219832	JAE1224L176
RIVERSIDE COUNTY	3450 14TH ST	CA	92501	US	UCS-C240M4S3	UCS C240M4S3 w/2x525660/3-2x16GB, MRAD, 2x1200W, 2x3.5 SD, RAILS	1 2501458	Voip Server - 24x24 Coverage	SNTC 24K7X4	1699174950	FC-H1928V25H
RIVERSIDE COUNTY	3450 14TH ST	CA	92501	US	UCS-SPR-C240M4-P1	UCS C240M4S3 w/2x525660/3-2x16GB, MRAD, 2x1200W, 2x3.5 SD, RAILS	1 2501458	rnewsimc09 - 24x24 Coverage	SNTC 24K7X4	1699468286	FC-H1928V25Z
RIVERSIDE COUNTY	3450 14TH ST	CA	92501	US	UCS-SPR-C240M4-P1	UCS C240M4S3 w/2x525660/3-2x16GB, MRAD, 2x1200W, 2x3.5 SD, RAILS	1 2501458	rnewsimc09 - 24x24 Coverage	SNTC 24K7X4	1699468286	FC-H1928V25Z
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92501	US	UCS-SPR-C240M4-P1	UCS C240M4S3 w/2x525660/3-2x16GB, MRAD, 2x1200W, 2x3.5 SD, RAILS	1 2501458	INFO-CECSES06 - 24K7X4 Coverage	SNTC 24K7X4	1699468286	FC-H1928V25H
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	WS-C3750K-48T-S	Catalyst 3750X 48 Port Data IP Base	1 2501458	RCIT-MURT-AD-SW	SNTC 24K7X4	966210952	FD01617R3NF
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST SUITE A	CA	92507	US	WS-C4500K-16SF-P+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1 2501458	INFO-RIVE-CAC-INSIDE-SW1	SNTC 24K7X4	1737070837	JAE1704909Z
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST SUITE A	CA	92507	US	WS-C4500K-16SF-P+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1 2501458	INFO-RIVE-CAC-INSIDE-SW2	SNTC 24K7X4	1737070837	JAE1704909Z
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	WS-C4500K-16SF-P+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1 2501458	IT-RV-RIC-C5-2-1	SNTC 24K7X4	1492584842	JAE1746050G
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	WS-C6506-E	Catalyst 6500 Enhanced 6-slot chassis, 12RU, no PS, no Fan Tray	1 2501458	INFO-RIVE-ALESS-SR1	SNTC 24K7X4	23157484	SAL0910518B
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	WS-C6506-E	Catalyst 6500 Enhanced 6-slot chassis, 14RU, no PS, no Fan Tray	1 2501458	DP-RV-ADM-6509R135 (1)	SNTC 24K7X4	535764169	SMG1416N060
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST DRIVE	CA	92507	US	WS-C6506-E	Catalyst 6500 Enhanced 6-slot chassis, 14RU, no PS, no Fan Tray	1 2501458	DP-RV-ADM-6509R135 (2) -NEW ADD	SNTC 24K7X4	535764169	SMG1416N060
RIVERSIDE COUNTY	INFORMATO 3450 14TH ST	CA	92501	US	ASAS525-IPS-K9	Catalyst 6500 Enhanced 6-slot chassis, 14RU, no PS, no Fan Tray	1 2501458	?	SNTC 24K7X4	224895092	SMG0851N07N
RIVERSIDE COUNTY	INFORMATO 3960 CHICAGO AVE	CA	92507	US	ASAS525-IPS-K9	*ASA 5525-X with IPS, SW, 8GE Data, 1GE Mgmt, AC, 30ES/AES	1 2501458	RJMS-EPIC	SNTC 24K7X4	1562055264	FTX182910PR
RIVERSIDE COUNTY	INFORMATO 3960 CHICAGO AVE	CA	92507	US	ASAS525-IPS-K9	*ASA 5525-X with IPS, SW, 8GE Data, 1GE Mgmt, AC, 30ES/AES	1 2501458	RJMS-EPIC	SNTC 24K7X4	1562055264	FTX182910PR
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST SUITE A	CA	92507	US	ASAS585-SAPAD-K9	*ASA 5585-X Chas w/5SP40, IPS SSP-40, 12GE, 8 SFP+1, AC, 30ES/AES	1 2501458	Future ISP Firewall - JAD, 70308WN	SU1	1306811863	JMX171180PZ
RIVERSIDE COUNTY	INFORMATO 6147 RIVER CREST SUITE A	CA	92507	US	ASAS585-SAPAD-K9	*ASA 5585-X Chas w/5SP40, IPS SSP-40, 12GE, 8 SFP+1, AC, 30ES/AES	1 2501458	Future ISP Firewall - JAD, 70808SU	SU1	1306811863	JMX171180PZ

Table with columns for dates (e.g., 20-Jun-2017, 31-Aug-2018), monetary values (e.g., \$864.00, \$1,156.80), and a final column of values (e.g., 856.03, 713.36). The table contains 20 rows of data, each with a repeating pattern of dates and values.

01-Sep-2017	31-Aug-2018	\$819.00	\$819.00	\$606.06
01-Sep-2017	31-Aug-2018	\$819.00	\$819.00	\$606.06
01-Sep-2017	31-Aug-2018	\$819.00	\$819.00	\$606.06
01-Sep-2017	31-Aug-2018	\$819.00	\$819.00	\$606.06
01-Sep-2017	31-Aug-2018	\$819.00	\$819.00	\$606.06
11-Jul-2017	31-Aug-2018	\$935.68	\$935.68	\$692.40
01-Sep-2017	31-Aug-2018	\$819.00	\$819.00	\$606.06
01-Sep-2017	31-Aug-2018	\$819.00	\$819.00	\$606.06
01-Sep-2017	31-Aug-2018	\$819.00	\$819.00	\$606.06
01-Sep-2017	31-Aug-2018	\$819.00	\$819.00	\$606.06
01-Sep-2017	31-Aug-2018	\$819.00	\$819.00	\$606.06
01-Sep-2017	31-Aug-2018	\$819.00	\$819.00	\$606.06
01-Sep-2017	31-Aug-2018	\$1,080.00	\$1,080.00	\$792.00
01-Sep-2017	31-Aug-2018	\$6,825.00	\$6,825.00	\$5,050.50
01-Sep-2017	31-Aug-2018	\$6,825.00	\$6,825.00	\$5,050.50
01-Sep-2017	30-Sep-2017	\$8,154.00	\$670.19	\$495.54
01-Sep-2017	30-Sep-2017	\$18,744.00	\$1,540.60	\$1,140.04
01-Sep-2017	30-Sep-2017	\$18,744.00	\$1,540.60	\$1,140.04
01-Sep-2017	31-Aug-2018	\$934.00	\$934.00	\$716.36
01-Sep-2017	31-Aug-2018	\$90.00	\$90.00	\$66.60
01-Sep-2017	31-Aug-2018	\$90.00	\$90.00	\$66.60
01-Sep-2017	31-Aug-2018	\$90.00	\$90.00	\$66.60
01-Sep-2017	31-Aug-2018	\$5,632.00	\$5,632.00	\$4,167.68
01-Sep-2017	31-Aug-2018	\$5,632.00	\$5,632.00	\$4,167.68
01-Sep-2017	31-Aug-2018	\$5,632.00	\$5,632.00	\$4,167.68
01-Sep-2017	31-Aug-2018	\$2,157.10	\$2,157.10	\$1,571.10
01-Sep-2017	31-Aug-2018	\$2,157.10	\$2,157.10	\$1,571.10
01-Sep-2017	31-Aug-2018	\$2,157.10	\$2,157.10	\$1,571.10
01-Sep-2017	31-Aug-2018	\$2,157.10	\$2,157.10	\$1,571.10
01-Sep-2017	31-Aug-2018	\$2,157.10	\$2,157.10	\$1,571.10
01-Sep-2017	31-Aug-2018	\$2,157.10	\$2,157.10	\$1,571.10
01-Sep-2017	31-Aug-2018	\$5,843.00	\$5,843.00	\$4,323.82
01-Sep-2017	31-Aug-2018	\$10,208.00	\$10,208.00	\$7,553.92
01-Sep-2017	31-Aug-2018	\$10,208.00	\$10,208.00	\$7,553.92
01-Sep-2017	31-Aug-2018	\$10,208.00	\$10,208.00	\$7,553.92
01-Sep-2017	31-Aug-2018	\$10,208.00	\$10,208.00	\$7,553.92
01-Sep-2017	31-Aug-2018	\$10,208.00	\$10,208.00	\$7,553.92
01-Sep-2017	31-Aug-2018	\$1,085.00	\$1,085.00	\$802.90
01-Sep-2017	31-Aug-2018	\$1,085.00	\$1,085.00	\$802.90
01-Sep-2017	31-Aug-2018	\$1,428.20	\$1,428.20	\$1,066.68
01-Sep-2017	31-Aug-2018	\$1,428.20	\$1,428.20	\$1,066.68
01-Sep-2017	31-Aug-2018	\$3,942.00	\$3,942.00	\$2,917.08
01-Sep-2017	31-Aug-2018	\$3,942.00	\$3,942.00	\$2,917.08
01-Sep-2017	31-Aug-2018	\$2,208.00	\$2,208.00	\$1,633.92
01-Sep-2017	31-Aug-2018	\$2,208.00	\$2,208.00	\$1,633.92
01-Sep-2017	31-Aug-2018	\$2,208.00	\$2,208.00	\$1,633.92
01-Sep-2017	31-Aug-2018	\$2,208.00	\$2,208.00	\$1,633.92
01-Sep-2017	31-Aug-2018	\$2,208.00	\$2,208.00	\$1,633.92
01-Sep-2017	31-Aug-2018	\$6,622.00	\$6,622.00	\$4,893.88
01-Sep-2017	31-Aug-2018	\$6,622.00	\$6,622.00	\$4,893.88
01-Sep-2017	31-Aug-2018	\$6,622.00	\$6,622.00	\$4,893.88
01-Sep-2017	31-Aug-2018	\$6,622.00	\$6,622.00	\$4,893.88
01-Sep-2017	31-Aug-2018	\$6,622.00	\$6,622.00	\$4,893.88
01-Sep-2017	31-Aug-2018	\$5,512.00	\$5,512.00	\$376.88
01-Sep-2017	31-Aug-2018	\$5,512.00	\$5,512.00	\$376.88
01-Sep-2017	31-Aug-2018	\$5,512.00	\$5,512.00	\$376.88
01-Sep-2017	31-Aug-2018	\$5,512.00	\$5,512.00	\$376.88
01-Sep-2017	31-Aug-2018	\$5,512.00	\$5,512.00	\$376.88
01-Sep-2017	31-Aug-2018	\$1,152.00	\$1,152.00	\$852.48
01-Sep-2017	31-Aug-2018	\$1,152.00	\$1,152.00	\$852.48
01-Sep-2017	31-Aug-2018	\$1,152.00	\$1,152.00	\$852.48

01-Sep-2017	31-Aug-2018	\$860.00	\$860.00	\$860.00	710.40
01-Sep-2017	31-Aug-2018	\$860.00	\$860.00	\$860.00	710.40
01-Sep-2017	31-Aug-2018	\$810.00	\$810.00	\$810.00	599.40
01-Sep-2017	31-Aug-2018	\$810.00	\$810.00	\$810.00	599.40
01-Sep-2017	31-Aug-2018	\$810.00	\$810.00	\$810.00	599.40
01-Sep-2017	31-Aug-2018	\$810.00	\$810.00	\$810.00	599.40
01-Sep-2017	31-Aug-2018	\$810.00	\$810.00	\$810.00	599.40
01-Sep-2017	31-Aug-2018	\$810.00	\$810.00	\$810.00	599.40
01-Sep-2017	31-Aug-2018	\$810.00	\$810.00	\$810.00	599.40
20-Jun-2017	31-Aug-2018	\$639.00	\$766.80	\$766.80	567.43
20-Jun-2017	31-Aug-2018	\$639.00	\$766.80	\$766.80	567.43
20-Jun-2017	31-Aug-2018	\$639.00	\$766.80	\$766.80	567.43
20-Jun-2017	31-Aug-2018	\$639.00	\$766.80	\$766.80	567.43
01-Sep-2017	31-Aug-2018	\$1,160.00	\$1,160.00	\$1,160.00	898.40
01-Sep-2017	31-Aug-2018	\$1,728.00	\$1,728.00	\$1,728.00	1,278.72
01-Sep-2017	31-Aug-2018	\$1,728.00	\$1,728.00	\$1,728.00	1,278.72
01-Sep-2017	31-Aug-2018	\$1,728.00	\$1,728.00	\$1,728.00	1,278.72
01-Sep-2017	31-Aug-2018	\$8,821.00	\$8,821.00	\$8,821.00	6,527.54
01-Sep-2017	31-Aug-2018	\$10,920.00	\$10,920.00	\$10,920.00	8,686.80
01-Sep-2017	31-Aug-2018	\$10,920.00	\$12,774.90	\$12,774.90	9,453.43
01-Jun-2017	31-Aug-2018	\$10,920.00	\$10,920.00	\$10,920.00	8,080.80
01-Jun-2017	31-Aug-2018	\$10,920.00	\$13,672.44	\$13,672.44	10,117.61
01-Sep-2017	31-Aug-2018	\$2,627.00	\$2,627.00	\$2,627.00	1,943.98
01-Sep-2017	31-Aug-2018	\$2,627.00	\$2,627.00	\$2,627.00	1,943.98
01-Sep-2017	31-Aug-2018	\$37,619.00	\$37,619.00	\$37,619.00	27,838.06
01-Sep-2017	31-Aug-2018	\$37,619.00	\$37,619.00	\$37,619.00	27,838.06



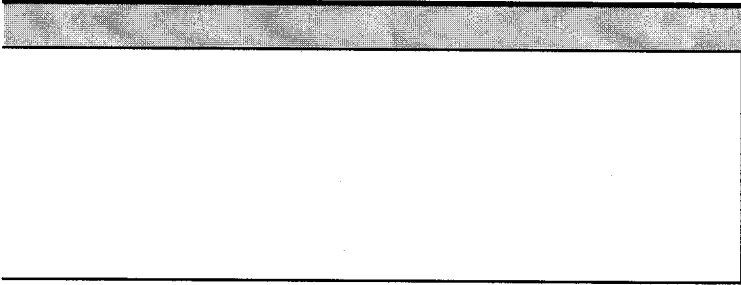
Dimension Data

4101 Lake Boone Trail
Suite 200
Raleigh, NC 27607
Phone: 508-808-6335
Fax: 508-983-6310

Quote	INSTALL SITE NAME	SITE ADDRESS	CITY	STATE/ PROVIN CE	POSTAL CODE
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Price Quotation

COUNTRY	Product Number		Qty	Target Contract	HOST ID	Service Level
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Entitlement	Instance ID	Serial Number	Begin Date	End Date
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RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2017-05805		
Requested Purchase:	CISCO SMARTNET MAINTENANCE CONTRACT -- ONE YEAR RENEWAL		
Department/Agency:	Information Technology		
Primary Contact/Phone:	Veva Harguindeguy/951-955-7710	Alternate Contact/Phone:	
Purchase Request Type:			
Describe Requested Purchase:	Smartnet Maintenance for equipment purchased post 3 year Smartnet Contract. This equipment supports RC3 and CORNET. This is a one-year contract to lock in existing rates and to be co-termed with existing Cisco contract.		

Terms:	Is this a Multi Year Contract?: False Length of Contract: Start Date: End Date: Special Terms and Conditions:
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Business Needs Addressed:	Communications equipment SMARTnet currently located in the County's Data Center (RC3), requires the SMARTnet Maintenance to keep it current in both Software version and Operating system to ensure the equipment is kept secure from cyber-attacks, viruses and worms, as well as hardware replacement in the event of failure.
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Are there other county systems that provide the same functionality?	
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Business Criticality:	Run the Business
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Business Impact:	Support Current Operations
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Current Cost Itemization (Include all the year 1 cost)

Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
CISCO SMARTNET MAINTENANCE CONTRACT - ONE YEAR RENEWAL	Equipment - Maintenance	CISCO	1	\$934,852.24	\$934,852.24		\$934,852.24

Annual Costs				
Item Description	Payment Type	Terms (in Years)	Payment amount	Total Annual Payments

Accounting String
To be completed for pass-thru purchases that will be processed by RCIT Only

%Billed	Accounts (6 digits)	Dapt.ID (6-10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

Department Head Signature: Veva Harguindeguy (or Authorized designee)	Date: 7/26/2017 10:53 AM
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RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status

Recommended:	By:	Date:
Denial Explanation:		

ACIO Review (Non standard purchases and renewals between \$0K and \$100K) - ACIO Review Status

Recommended: Yes	BY: <i>V. Harguindeguy</i>	Date: 7/26/17
Denial Explanation:		

CIO Review (Purchases and renewals >\$100K) CIO Review Status



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

Recommended: <i>yes</i>	By: <i>[Signature]</i>	Date: <i>7-26-17</i>
Denial Explanation:		

TSOC Review (Purchases and renewals >\$100K) TSOC Review Status		
Recommended: <i>yes</i>	By: <i>[Signature]</i>	Date: <i>8/2/17</i>
Denial Explanation:		

845
**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Riverside County Information Technology

SUBMITTAL DATE:
 August 10, 2009

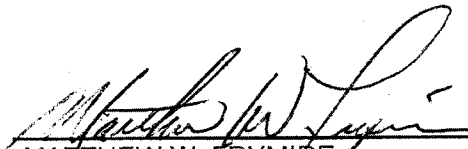
SUBJECT: APPROVAL OF THE AGREEMENT WITH NEXUS IS, INC. TO PROVIDE CISCO SMARTnet MANAGEMENT SERVICES FOR RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the one-year personal service agreement with Nexus IS, Inc. for \$400,000 annually, which contains an option to renew the agreement for two additional one-year periods, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal option, based on the availability of fiscal funding, and 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.
3. Direct the Clerk of the Board to return two (2) original signed copies to Purchasing and Fleet Services.

BACKGROUND: The County of Riverside maintains Cisco SMARTnet agreements for Cisco products used in support of communication services. Through this agreement, Nexus IS Inc. shall provide Cisco

(Continued on Page 2)



 MATTHEW W. FRYMIRE
 Chief Information Officer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 400,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09/10

SOURCE OF FUNDS: ISF	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 

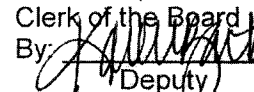
 Serena Chow

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone and Ashley
 Nays: None
 Absent: None
 Date: September 1, 2009
 xc: RCIT, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

Prev. Agn. Ref.: N/A

District:

Agenda Number:

**ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD**

3.92

FORM APPROVED COUNTY COUNSEL
 BY: 
 NEAL R. KIPNIS
 DATE: _____
 Purchasing: 
 Mark Seiler, Assistant Director

Policy
 Consent
 Policy
 Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

BOARD OF SUPERVISORS

**FORM 11: APPROVAL OF THE AGREEMENT WITH NEXUS IS, INC. TO PROVIDE
CISCO SMARTnet MANAGEMENT SERVICES FOR RIVERSIDE COUNTY
INFORMATION TECHNOLOGY (RCIT)**

PAGE 2

BACKGROUND (Continued)

SMARTnet management and maintenance services on all equipment connected to the County's communication infrastructures, currently supported by RCIT. The Cisco SMARTnet agreement provides the County with the assurance of network stability and less down time in the event of a failure.

Future intentions are to bring all SMARTnet contracts held by the County of Riverside into this same single agreement in order to reduce the overall County cost for this service.

PRICE REASONABLENESS

Purchasing released a Request for Proposal PUARC1083, mailing solicitations to six companies and advertising on the County's Internet. Eight responses were received.

An evaluation team consisting of personnel from Purchasing and the Information Technology Department reviewed the proposals. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements of the scope of service, technical abilities that include the SMARTnet Management Services and capabilities, references, and highest discounts offered to the county, and Nexus IS was selected as the most responsive/responsible vendor, submitting the highest discount rate from the manufacturer off list prices of 20%. The seven other bidders proposed discounts ranging from 6.5% to 18.62%.

REVIEW/APPROVAL: Purchasing and County Counsel concurs with this request.

PROFESSIONAL SERVICE AGREEMENT

for

CISCO SMARTNET MANAGEMENT SERVICES

between

COUNTY OF RIVERSIDE

and

NEXUS IS, INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance	3
3. Compensation	3-4
4. Alteration or Changes to the Agreement	4-5
5. Termination.....	5-6
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	6-7
9. Independent Contractor	7
10. Subcontract for Work or Services.....	7
11. Disputes	8
12. Licensing and Permits	8
13. Use by Other Political Entities.....	8
14. Non-Discrimination	8-9
15. Records and Documents	9
16. Confidentiality	9
17. Administration/Contract Liaison	10
18. Notices	10
19. Force Majeure.....	10
20. EDD Reporting Requirements.....	10-11
21. Hold Harmless/Indemnification.....	11
22. Insurance	12-14
23. General	14-15
24. Signature Page	16
Exhibit A-Scope of Service	17
Exhibit B- Payment Provisions.....	18

This Agreement, made and entered into this ____ day of _____, 2009, by and between NEXUS IS, 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 services as outlined and specified in Exhibit A, Scope of Services, consisting of one (1) page at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately 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 the highest 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 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 continue in effect through September 1, 2010, with the option to renew for two additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed four hundred thousand dollars (\$400,000) annually including all expenses. 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 Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. 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.

3.3 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
6147 River Crest Dr., Suite A
Riverside, CA 92507

- 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-20420-002-5/12; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 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. 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 and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this RFP#PUARC1083

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.

4.2 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.

5. **Termination**

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 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 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.

5.3 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.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 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.

5.6 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.

6. **Ownership/Use of Contract Materials and Products**

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; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit 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. **Conduct of Contractor**

7.1 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.

7.2 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.

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

8. **Inspection of Service; Quality Control/Assurance**

8.1 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 perform the services or provide the products in

conformance with the terms of the Agreement 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 and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 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 CONTRACTOR.

9. Independent Contractor

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.

10. 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.

11. Disputes

11.1 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 as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 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.

12. 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.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. 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.

15. 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 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.

16. Confidentiality

16.1 The CONTRACTOR shall not 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 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.

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

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, 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.

18. 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

Purchasing and Fleet Services
2980 Washington St.
Riverside, CA 92508
Attn: Rebecca Gibson

CONTRACTOR

Nexus IS, Inc.
27202 Turnberry Lane, Suite 100
Valencia, CA 91355
Attn: Cyndi Quintero

19. Force Majeure

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.

20. 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.

21. Hold Harmless/Indemnification

21.1 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 from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission 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 property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, 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 in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its 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 of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

22. Insurance

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 Agreement:

22.1 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, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 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 covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, 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 agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are 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 all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.5 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 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 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.

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, or 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 Agreement 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 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 and certified original copies of endorsements or 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 its 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 and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and 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.

e) The COUNTY'S Reserved Rights--Insurance. 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 (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's 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 Agreement.

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

23. General

23.1 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.

23.2 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.

23.3 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.

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

23.5 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.

23.6 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.

23.7 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.

23.8 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.

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

23.10 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).

23.11 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.

23.12 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.

COUNTY OF RIVERSIDE:

CONTRACTOR:

Signature: Jeff Stone
Print Name: Jeff Stone

Signature: Thomas Lyon
Print Name: Thomas Lyon

Title: Chairman, Board of Supervisors

Title: VP of Professional Services & Support

Dated: SEP 01 2009

Dated: 8/10/09

ATTEST:
Kecia Harper-Ihem

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnisi DATE

By: [Signature]
Deputy

**EXHIBIT A
SCOPE OF SERVICE**

1. SMARTnet Service and Management:

- 1.1. CONTRACTOR will provide Cisco SMARTnet contract management and maintenance services on all Cisco equipment communicated to CONTRACTOR as connected to COUNTY's LAN/WAN infrastructure. It will be the responsibility of the CONTRACTOR to ensure that the Cisco SMARTnet Agreement provides the COUNTY with assurance of network stability and less down time in the event of a failure.
- 1.2. Where possible, CONTRACTOR will merge all existing SMARTnet Agreements, independent of any existing vendor. CONTRACTOR will provide SmartNet on any device that incurs an end of life declaration, up to the last date of available coverage within that fiscal year. CONTRACTOR must be aware that the annual maintenance period will coincide with the COUNTY's fiscal year running from July 1st through June 30th.
- 1.3. Agreement pricing for the coverage period will be based on Cisco list prices in effect on the first day of the Agreement, adjusted for annual "True Up" and the quoted discount rates listed in Exhibit B.
- 1.4. CONTRACTOR will provide COUNTY departments with their SMARTnet renewal quote, based on the discount rates listed in Exhibit B, at a minimum of 60 days prior to the Agreement expiration to assist in planning for the following COUNTY's yearly budget.
- 1.5. CONTRACTOR must provide pricing for all available Cisco SMARTnet Maintenance 8X5XNBD for all equipment under the COUNTY department Agreements.
- 1.6. CONTRACTOR is required to perform an audit of COUNTY existing SMARTnet Agreements and provide in writing all findings to COUNTY annually 90 days prior to the COUNTY fiscal term of July 1. Verification will be performed on the SMARTnet Agreements to verify contract levels, expiration dates, product locations and serial numbers, to ensure that the COUNTY SMARTnet is up to date and accurate.
- 1.9 CONTRACTOR shall:
 - a) Ensure that all equipment is covered with the correct service level requirements
 - b) Leverage multi-year price incentives
 - c) Provide to the COUNTY in writing all detailed contract administration of equipment including additions, deletions and credits.
 - d) Coordinate a coterminous agreement strategy to simplify administration and align with the COUNTY's fiscal year requirements
 - e) Avoid duplicate registrations and renewals
 - f) Provide contract number consolidations
 - g) Prevent unbudgeted equipment replacement costs
 - h) Initiate any required Return Material Authorization (RMA), update serial numbers as required, track the return and provide back to the COUNTY all applicable credits.
 - i) Review the Agreement and identify equipment that is End of Life/ End of Support.
 - j) Identify duplicates, missing serial numbers and incomplete information in Agreements and provide in writing to the COUNTY.

**EXHIBIT B
PAYMENT PROVISIONS**

SMARTnet Product Group Description	% Firm, Fixed Discount
Contract Type: SNT SMARTnet 8X5 NBD	20.00%
Contract Type: SAS Software Application Support	20.00%
Contract Type: SAU Software App. Support /w Upgrades	20.00%

Any equipment not currently under CONTRACTOR'S SMARTnet Agreement, the discount rate is 13% off of list price. SMARTnet for COUNTY (in excess of \$400K), remains at 20% discount off of list. No management fees will be charged regardless of whether it is a "new" renewal, or an "existing" renewal. The COUNTY will not reimburse CONTRACTOR for travel or related expenses regarding this Agreement

CONTRACTOR's management services shall remain at a zero cost to the COUNTY.