

Attachment A

A/V Maintenance and Support Agreement with Triton

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Triton Technology Solutions, Inc., a California corporation ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to provide the deliverables and perform the special services required by COUNTY as set forth herein, and is willing to provide such products and perform such deliverables and services, and COUNTY desires to obtain certain products and services from CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Jason Straiten at phone number 805-680-0245 and email jstraiten@countyofsb.org is the representative of COUNTY and will administer this Contract (defined below) for and on behalf of COUNTY. Kristen Tetherton at phone number 949-388-3919 and email kristen@tritontechnologiesolutions.com is the representative for CONTRACTOR, and is duly authorized by CONTRACTOR to administer this Contract for and on behalf of CONTRACTOR. Changes to a Party's designated representative as set forth in this Section 1 shall be made only after advance written notice to the other Party.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Contract (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY:	County of Santa Barbara Information Technology Department 105 E. Anapamu Street, Room 304 Santa Barbara, CA 93101
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To CONTRACTOR:	Triton Technology Solutions, Inc. 3224 Paseo Adelanto, Suite E-1 San Juan Capistrano, CA 92675
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If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES; PRODUCTS

CONTRACTOR shall provide to COUNTY the Services ("Services") set forth in the statement of work attached hereto as Exhibit A and incorporated herein by reference ("Statement of Work").

4. TERM

The term of this Contract ("Term") shall commence as of the Effective Date, and shall terminate on June 30, 2028, unless earlier terminated in accordance with the provisions of this Contract ("Initial Term"); provided, however,

that the COUNTY's Chief Technology Officer may elect to extend this Contract for an additional year, expiring on June 30, 2029 ("Option Term") by providing written notice to CONTRACTOR regarding same prior to the expiration of the Initial Term. The Initial Term and the Option Term, if any, shall collectively be referred to herein as the "Term."

5. COMPENSATION OF CONTRACTOR

In full consideration for the Services, CONTRACTOR shall be paid under this Contract in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Contract as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Contract so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to provide the Services. Accordingly, CONTRACTOR shall provide the Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature that CONTRACTOR delivers to COUNTY pursuant to this Contract shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct all errors or omissions in the provision of the Services, at COUNTY'S request, and without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Contract. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. WARRANTY AND SUPPORT

CONTRACTOR certifies that it is a Manufacturer Authorized Partner of the manufacturer ("Manufacturer") of all equipment, products, software, and licenses provided by CONTRACTOR as components of the Services hereunder

(collectively, the “products”) as of the date of CONTRACTOR’s Proposal (defined below), and that CONTRACTOR has the certification and specialization required by Manufacturer to support both the products sale and products pricing, in accordance with the applicable Manufacturer certification and specialization requirements.

CONTRACTOR warrants that all products are new, in such product’s original packaging. CONTRACTOR certifies that CONTRACTOR has sourced all products from Manufacturer and in accordance with all applicable laws and policies at the time of purchase. CONTRACTOR shall provide the COUNTY with a copy of all end user license agreements for each of the products, and shall warrant that all software included in the Services is licensed originally to County of Santa Barbara as the original licensee authorized to use such software. In the event there are questions pertaining to the validity of the products, COUNTY reserves the right to verify the origin of the products with the Manufacturer. In the event the products have been acquired from unauthorized channels, COUNTY further reserves the right to terminate this Contract and/or return the products for a full refund.

CONTRACTOR warrants to COUNTY that, for the period of five (5) years after the Effective Date (“Warranty Period”), all software and products provided by CONTRACTOR to COUNTY hereunder (“Products”) shall (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by County, as set forth in this Contract; (c) be fit for their intended purpose and operate as intended and in accordance with the specifications set forth in the Contract. These warranties shall survive delivery, inspection, acceptance and payment of or for such products and software by COUNTY. To the extent within the Warranty Period, CONTRACTOR shall correct any and all errors, omissions and other breaches of the warranty set forth in this Section 9, at the COUNTY’s request, without additional compensation.

In the event of any error or failure of any Product during the Warranty Period, CONTRACTOR shall commence repair or replacement of such Product within three (3) business days from the date CONTRACTOR is notified of such error or failure, and shall diligently pursue and complete the necessary repair or replacement of such Product(s) within five (5) business days of such notification. To the extent practicable, such repairs and/or replacements performed hereunder shall be performed by local service providers (defined as a service provider based within the Santa Barbara region, which includes San Luis Obispo, Ventura, and Santa Barbara Counties). To the extent that the Warranty Period extends beyond the Term, this Section 9 shall survive the termination of this Contract.

CONTRACTOR represents and warrants that it has the skills, expertise, qualifications, licenses and permits necessary to ensure delivery of the Products and perform the Services required under this Contract. CONTRACTOR warrants to COUNTY that it shall ensure that (a) all Services hereunder shall be performed using personnel of required skill, experience and qualifications, and in a professional and workmanlike manner in accordance with the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged; (b) devote adequate resources to meet its obligations under this Contract; and (c) ensure that all of CONTRACTOR’s equipment used in the performance of this Contract is in good working order and suitable for the purposes for which it is used, and conforms to all applicable legal requirements and standards, and to the requirements and standards specified by the COUNTY.

10. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Contract, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR’s income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and

workers' compensation insurance.

11. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with CONTRACTOR's performance as required under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

12. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items in connection with this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials of the COUNTY accessible by CONTRACTOR by virtue of this Contract ("County Data"). CONTRACTOR shall not release, disclose or transmit any County Data to other than as provided in this Contract and solely to the extent necessary to fulfill CONTRACTOR's obligations to COUNTY hereunder, except after the express prior written consent of COUNTY in each instance.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Contract (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Contract will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. Contractor grants to County a nonexclusive, worldwide, royalty-free license to use all software provided to COUNTY hereunder during the Term, including, but not limited to, permission to make copies of such provided software for such internal use and compliance with applicable law, including, but not limited to, the Brown Act and Public Records Act, but not permission to distribute such software or any copies of them, other than as required by applicable law, including, but not limited to, the Brown Act and Public Records Act. This Section 12 shall survive expiration or termination of this Contract.

13. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

14. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained,

processed, stored, by or on behalf of COUNTY in connection with this Contract ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Contract. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

15. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Contract. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, as this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Contract, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

16. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

17. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

18. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar products and/or Services as those provided by CONTRACTOR.

19. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, in whole or in part, whether by operation of law or otherwise ("Transfer") this Contract, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 19 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

20. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Contract, in whole or in part, at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Contract, in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments and is not entitled to a refund of any prepaid fees or alleviated for any fees payable with regard to the remainder of the Term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services hereunder (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory provision of the Services as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

21. SECTION HEADINGS

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE

Time is of the essence in this Contract and each covenant and term is a condition herein.

25. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

26. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits attached hereto, together with the Request for Proposals Number 3840002 for AV Maintenance and Support attached hereto as Attachment 1 to Exhibit A ("RFP") and the Proposal submitted by CONTRACTOR in response to the RFP, a true and correct copy of which is attached hereto as Attachment 2 to Exhibit A (the "Proposal" and, together with the RFP and this Agreement, collectively, the "Contract"), contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

27. SUCCESSORS AND ASSIGNS

This Contract is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 19, above.

28. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

29. CALIFORNIA LAW AND JURISDICTION

This Contract shall be governed by the laws of the State of California. Any litigation regarding or arising out of this Contract shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS

This Contract may be executed electronically and in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY

All signatories and parties to this Contract warrant and represent that they have the power and authority to enter into this Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Contract, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

32. SURVIVAL

All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

33. CHANGE ORDERS

The COUNTY's Chief Technology Officer or his designee may order additional Services hereunder ("Supplemental Services") during the Term in accordance with the Supplemental Services Price Table included in Exhibit A, in a maximum aggregate amount not to exceed the Maximum Aggregate Supplemental Services Amount set forth in Exhibit B, via written Change Order(s), which must specify such Supplemental Services and the corresponding costs of each, and which must be signed in advance by both the CONTRACTOR and the COUNTY's Chief Technology Officer or his designee (each a "Change Order").

34. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in Sections 1 through 34 of this Agreement ("Numbered Sections") shall prevail over those in the Exhibits, other than Exhibits C, which shall control and prevail over the Numbered Sections and Exhibit A. If the Proposal provided by CONTRACTOR includes any hyperlinks to terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the RFP, Numbered Sections, and Exhibits B and C hereto (collectively, the "COUNTY Terms"), on the one hand, and CONTRACTOR's Terms, on the other, the COUNTY Terms shall take precedence and control, followed by CONTRACTOR's Terms, if any. In the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between the Proposal (which is attached as Attachment 2 to Exhibit A) and the provisions of Exhibit A other than the Proposal, the provisions of Exhibit A other than the Proposal shall control and prevail.

**Agreement for Services of Independent Contractor between
the County of Santa Barbara and Triton Technology Solutions, Inc.**

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the Parties ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer Clerk
of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

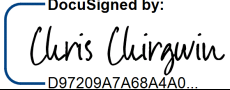
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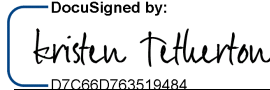
RECOMMENDED FOR APPROVAL:

Chris Chirgwin
Information Technology

CONTRACTOR:

Triton Technology Solutions, Inc.

By:  _____
Department Head

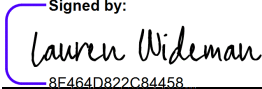
By:  _____
Authorized Representative
Name: Kristen Tetherton
Title: President

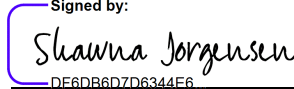
APPROVED AS TO FORM:

Rachel Van Mullem,
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:

Risk Management

By:  _____
Risk Management

EXHIBIT A STATEMENT OF WORK

Triton Technology Solutions, Inc., shall be responsible for providing all Services hereunder. CONTRACTOR may not assign, delegate, or subcontract any of its obligations hereunder without the prior written approval of COUNTY in each instance.

Suspension for Convenience. The Director of the County's ITD Department may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the performance of Services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

- **CONTRACTOR Services:**

- CONTRACTOR shall provide a dedicated service engineer ("Engineer") to provide the following Services to the COUNTY for up to 6 days per month:
- One on-site onboarding meeting with both CONTRACTOR's team of four, and the COUNTY's team.
- Up to two additional days preparatory onboarding days for the Engineer to be onsite at the COUNTY's place of business to prepare for providing the Services.
- CONTRACTOR shall provide the following Services:

CONTRACTOR shall provide audio-visual systems support with respect to the COUNTY systems located at the Board of Supervisors' Rooms in each of the COUNTY's Santa Barbara and Santa Maria locations, the COUNTY Planning Commission Room in Santa Barbara, the COUNTY Control and MDF Room in Santa Barbara, and the COUNTY Rack Room in Santa Maria (collectively, the "Systems"). While this connection between sites is provided by the County, it utilizes encoders and decoders that are part of the supported system. CONTRACTOR's engineering teams will troubleshoot any video issues or hardware issues related to the transports but cannot troubleshoot the network connectivity.

CONTRACTOR shall provide an engineer onsite at the location specified by COUNTY, six days per month who shall provide the following Services:

- CONTRACTOR shall provide pre-meeting support to both the County staff and the Pegasus team to go through all the Systems to confirm that all Systems are up and functional.
- During the meeting CONTRACTOR shall provide technical and operational support to the County and Pegasus staff. This entails:
 - Monitor and confirm all streaming and broadcast feeds are being sent out of the facility before and during the meetings.
 - Monitor all inter- and intra-facility signals in Santa Barbara and Santa Maria, including but not limited to feeds within the Board of Supervisors ("BOS") or Planning Commission Rooms, feeds within the control and machine room, feeds to and from Santa Maria.
 - Assist with testing all cameras, microphones, remote feeds from participants, graphics systems, video switching, and others. A checklist shall be developed for each meeting type

- during the startup phase.
- After each meeting, CONTRACTOR shall provide a service report that outlines what happened operationally that day, which may include Systems Health & Status, Security Events, Ticketing Information and any Service Outages or Downtime. CONTRACTOR shall also provide root cause analysis as well as suggestions or requirements to remedy the issue if not already done.
- As part of the Service, CONTRACTOR shall use BlueFolder as its Help Desk & Support Ticketing System. The County and Pegasus Studios staff will have access to this system to open new tickets, see what tickets are open, and the status of the tickets as resolved or pending.
- In the time available outside of any meetings occurring in the BOS rooms or the Planning Commission room, CONTRACTOR shall provide general maintenance and services on the systems including, but not limited to:
 - Confirm proper video and audio signal path alignment & levels, as necessary.
 - Initiate any repairs, updates, or corrections to the systems in coordination with the client. Equipment requiring repair will follow the procedures listed below.
 - Calibrate camera settings, including color, sync, black & white balance.
 - Check pan/tilt stops on cameras.
 - Monitor system generated alarms, warnings and notifications regarding system status or potential maintenance requirements.
 - Monitor and maintain production and presentation data storage systems, including hard drives, SAN, or NAS systems.
 - Monitor and maintain audio systems, including microphones, audio mixers & DSP.
 - Monitor and maintain input/output functionality at I/O or BSP panels.
 - Remove unnecessary video and audio patch cables or other cables.
 - Develop and implement software and firmware update procedures and coordinate a deployment schedule with client as required and as time allows. This will be scheduled on non-meeting days unless it is an emergency to get a component up and running during a live meeting. This can be coordinated with the County's IT team if required.
 - Provide a written report of Services performed, including any recommendations or items that need to be addressed.
 - Cleaning equipment of dust, including vacuuming of filters and equipment.
 - Coordinate and facilitate equipment service / RMA execution to manufacturer or authorized service center.
- Besides general maintenance services CONTRACTOR shall also provide:
 - Equipment lifecycle assessment including predictive replacement
 - CONTRACTOR shall ensure compliance with the County's security requirements. No changes to the COUNTY's existing network infrastructure shall be made other than in accordance with the COUNTY's prior written approval and coordination in each instance.
 - Network engineering evaluation as related to broadcast and audio-visual systems.
 - Warranty tracking for any new equipment purchased. The County shall provide warranty information on their existing equipment.
 - Budgetary quotes for any replacement equipment. When entire systems need to be replaced rough budgets can be provided but detailed budgets will require a design which is out the scope of Services of this Contract but can be purchased as a Change Order to this Contract.
 - PC system backups and imaging for PCs related directly to the production and presentation systems.
 - Loading of custom programming code such as Extron, Crestron, AMX or other when existing control equipment hardware is replaced. This does not include the development of custom

programming, which will be considered a separate project for which a scope of work and budget will be developed in coordination with the County. The County needs to provide the uncompiled code and all touch panel files.

- Quality Control Plan – CONTRACTOR shall develop a quality control plan which will outline an inventory and schedule for functional operation and signal verification via subjective monitoring and objective test and measurement of system deliverables including core systems (source devices, processors and interfaces, and destination devices), Production control room systems (control surfaces, displays, speakers) and public space monitoring (displays and speakers).
- Reporting, including daily reports, monthly reports, and quarterly reports.
- In the event support is required when CONTRACTOR is not onsite, CONTRACTOR shall respond with remote support within four hours of initial notification. Remote support is available via telephone and email. Additionally, CONTRACTOR can provide remote support via network login at the County's discretion via ITD approved methods. If CONTRACTOR is unable to resolve the issue remotely, CONTRACTOR shall schedule an engineer for onsite response within one business day. In the event an onsite visit is required that is outside the Contract schedule, CONTRACTOR shall invoice the County in accordance with the Supplement Services Pricing Table below.
- CONTRACTOR shall update current system documentation when equipment is replaced with "as-like" equipment or changes are made such as new IP address being used.
- Inventory list of spares on hand and a suggest a list of spares the County should have available on site.
- CONTRACTOR shall provide a list of Service Level Agreements (SLAs) the County needs to execute so that we have support on any mission critical equipment and software. CONTRACTOR shall not be responsible for out of warranty hardware or unsupported software.
- Contractor shall comply with the rules as outlined in the Non-County Employee ID Badge Request form.

○ County's Roles and Responsibilities

- Identify all contacts and stakeholders with their roles in the County related to this Contract. Including who the main point of contact is that CONTRACTOR reports to as well as other personnel including contractors with authority related to this Contract and its execution.
- Clearly communicate goals and objectives, IT security and other requirements, and expected service outcomes to the Contract.
- Ensure compliance with regulations and provide necessary documentation or access for network security audits.
- Provide necessary physical and electronic access and credentials for buildings, rooms within the buildings, workspaces, systems, networks, and software.
- Maintain equipment warranties and service level agreements.
- Provide inventory of hardware, software licenses, and cloud services managed by CONTRACTOR. This would include IP and Mac addresses CONTRACTOR needs to support.
- Provide CONTRACTOR with all security requirements and the tools or software to execute them if not detailed in this document discretely.
- Report security events to CONTRACTOR including any potential breaches, unauthorized access, or suspicious activity within the systems for which CONTRACTOR is providing maintenance services.
- Use CONTRACTORS's ticketing system, BlueFolder, for incident reporting or provide other

system.

- Engage in monthly or quarterly meetings to review performance, discuss improvements, and align with the County's IT strategy and business goals.
- Provide feedback for service improvement by sharing concerns, service issues, or enhancement requests to improve the relationship.
- Confirm COUNTY back-up policies and data retention needs.
- Identify essential applications.
- Update contacts, stakeholders as needed.
- Provide the ability to ship equipment and consumables directly to the County Building for delivery to CONTRACTOR's TV/AV engineer.
- CONTRACTOR shall provide remote support to the COUNTY, its staff, and its contracted staff when CONTRACTOR is not onsite at COUNTY locations.
- The County has access to all resources (see Supplemental Services Pricing) within CONTRACTOR at all times during the Term.

○ **Supplemental Services Pricing:**

Employee	Year One		Year Two*		Year Three*		Year Four* (Option Year)	
	Off Site Hourly Rates	On Site Daily Rates	Off Site Hourly Rates	On Site Daily Rates	Off Site Hourly Rates	On Site Daily Rates	Off Site Hourly Rates	On Site Daily Rates
TV AV Systems Engineer – 3 Year Term Contract Plus 1 Year Extension – Additional Days outside of 2 days per week.	N/A	\$2,500.00	N/A	\$2,625.00	N/A	\$2,756.25	N/A	\$2,894.06
Design Engineer	\$175.00	\$2,800.00	\$183.75	\$2,940.00	\$192.94	\$3,087.00	\$202.59	\$3,241.35
Project Engineer or Technician	\$150.00	\$2,800.00	\$175.50	\$2,940.00	\$184.28	\$3,087.00	\$193.49	\$3,241.35
Project Manager	\$160.00	\$2,800.00	\$168.00	\$2,940.00	\$176.40	\$3,087.00	\$128.22	\$3,241.35
Network / Security Engineer	\$285.00	N/A	\$299.25	NA	\$314.21	NA	\$329.92	NA
Software Programmer	\$170.00	\$2,250.00	\$178.50	\$2,362.50	\$187.42	\$2,480.63	\$196.79	\$2,604.66
Install Supervisor (Prevailing wage rate)	\$140.00	\$1,950.00	\$147.00	\$2,047.50	\$154.35	\$2,149.87	\$162.06	\$2,257.36
Installer (Prevailing wage rate)	\$130.00	\$1,750.00	\$136.50	\$1,837.50	\$143.32	\$1,929.37	\$162.06	\$2,025.83
Phone, Email or Remote Login Support	\$150.00	N/A	\$175.50	N/A	\$184.28	N/A	\$193.49	N/A
General Administration	\$70.00	N/A	\$73.50	N/A	\$77.17	N/A	\$81.02	N/A

*Includes a 5% increase year over year

Attachment 1 to Exhibit A

COUNTY Request for Proposals Number 3840002 for
AV Maintenance and Support



Request for Proposal (RFP)

AV & Broadcast Maintenance Services RFP Project

TITLE: AV & Broadcast Maintenance Services

RFP NUMBER: 3840002

ISSUE DATE: **Wednesday, January 8, 2025**

BUYER

NAME: Christian Garcia

PHONE: 805-568-2696

EMAIL: cgarcia@countyofsb.org

DEPARTMENT: General Services, Procurement Services
260 N San Antonio Rd
Santa Barbara, CA 93110

RFP OPENING

DATE: **Monday, March 10, 2025**

TIME: 2 p.m. PST

Replies to this RFP must be submitted via Public Purchase™ website
<https://www.countyofsb.org/1580/Bid-Opportunities>
no later than the date and time indicated above for the RFP Opening.
Submittal by mail, fax or e-mail is not acceptable.

NOTE: This RFP does not constitute an order for the
goods or services specified.

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I. ABOUT THE COUNTY OF SANTA BARBARA

The County of Santa Barbara's identity is characterized by our unique geographical combination of beaches, mountains, communities, and farmlands located on the Pacific edge of the United States. The County's adage of "One County. One Future" represents our virtue of working together towards a shared future. This way of thinking includes our mindset about how we approach our daily work and deliver services to the public. Although we are one of 58 counties in California, we consider our County to be one of a kind.

The County's operations are organized into 22 Departments that deliver services to the public, provide support to other County Departments, and provide countywide policy and executive oversight. While some core functions are centralized, the County is generally characterized as a decentralized organization, with individual Departments having some degree of autonomy in their business decisions.

II. GENERAL INFORMATION

The County of Santa Barbara (the "County"), through its Procurement Services, and on the behalf of the Information Technology Department ("ITD"), is requesting proposals from qualified vendors for **AV Maintenance and Support** as per the following specifications. This Request for Proposals ("RFP") outlines the proposal requirements and presents the selection timetable. The Chairperson of the Board of Supervisors shall execute the contract resulting from this RFP, if any.

By submitting a proposal in response to this RFP ("Proposal"), each proposer ("Proposer" or "Vendor") is indicating an interest in entering into a contract with the County to provide the Solution described herein, in accordance with the terms and conditions described herein, and in substantially the form of the Form of Agreement (defined below).

The overall goals for the Service & Preventative Maintenance RFP project are to develop language and documentation for the RFP that delineates the various required services for long term maintenance of all the technical systems within the board rooms and main control room within the County BOS facility.

Utilizing various existing drawings and documentation along with stakeholder input and site reviews the following information is intended to describe the full Scope of Work for the development of the RFP for the described services.

III. PROJECT SUMMARY

The County of Santa Barbara is soliciting proposals from Professional AV & TV Broadcast Industry Services Contractors to provide long term, onsite Preventative Maintenance and daily Oversight of various AV & TV Broadcast Production Facilities.

The County is expecting to receive proposals from Company's who have substantial experience in providing professional AV & Broadcast systems technicians who are skilled, knowledgeable and capable of maintaining and resolving technical issues before, during and after live, on-air public meetings in multiple Board Rooms and Technical Control Facilities.

The technical facilities and areas within the scope of services will include three Board Hearing Rooms and adjacent rack rooms, a Broadcast TV/AV Control Room, and an MDF/Server Room. These facilities are located at the **Santa Barbara County Administration Building, 105 E. Anapamu Street, Santa Barbara, CA 93101**, and at a **County Administration Building, 511 E. Lakeside Parkway, Santa Maria, CA 93455**.

The County will consider these services to be a fully Managed Services contract and designated as the Managed Service Provider (MSP) for AV & Broadcast Maintenance Services

The County estimates that one (1) dedicated onsite TV/AV Systems Engineer should be available 3 days a week with an agreed-upon optional daily-rate cost for any additional days. Monday thru Wednesday are the 3 days of the week most likely to be assigned to the Engineer for a consistent work schedule however flexibility may be necessary for special service assignments based on the County’s needs.

The County expects the MSP to develop and designate a *team* of contacts that the County will have direct communications with to ensure timely requests, changes and scheduling of services. A Contract Administrator or Coordinator should be available to the County along with other technical services company contacts to allow for discussions regarding progress of onboarding, ongoing service reports, and regularly scheduling of meetings and service contract updates when necessary. The contact information of the designated MSP

A skilled and trained and back-up technician should be available when the named TV/AV Systems Engineer designated for job is unable to show up for any reason.

Two optional Contract Terms should be proposed by the MSP based on the following:

CONTRACT BASE-TERM Costs	CONTRACT EXTENSION Costs	TOTAL COST
One (1) Year (Probationary) Term	2 year - Optional Rate	Total 3-year Contract Cost
Three (3) Year Term	Additional 1 Year Extensions	Total 4 Year Contract Cost

Once the TV/AV Systems Engineer has been designated and named, a Planning & On-boarding process is expected when the MSP and the designated Engineer should be onsite meeting with County named stakeholders, technicians and County staff. The estimated term for on-boarding is 10 consecutive work-days. Please provide the County with costs in the proposal for the onboarding services.

IV. RFP TIMELINE

January 08, 2025	RFP published by County
January 21, 2025	Deadline to submit request for a site visit
February 03, 2025	Deadline for Vendors to submit RFP Questions to County
February 17, 2025	County publishes answers to RFP Questions
March 10, 2025	Proposal submission deadline (2 p.m. PST)
TBD	County completes final evaluation

TBD	County provides Notice of Intent to Award
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V. **REGISTERING WITH PUBLIC PURCHASE**

1. **Registering**

Public Purchase is a web-based eProcurement service that Santa Barbara County Procurement partners with to post bid and proposal notifications and transmittal of bid and proposal solicitations. Vendors wishing to submit a Proposal in response to this RFP must first register on the County of Santa Barbara Public Purchase website at Public Purchase: Vendor Registration. Successful registration will allow Proposers to receive email updates regarding the RFP process and the ability to upload their final Proposal package to the site. Proposers are recommended to register as a Supplier as soon as possible – it can take 24-to-48 hours for your account to become active.

To register as a Supplier, follow the steps below:

- a. **Step 1)** Registering as a Supplier with Public Purchase: Your first step should be to register as a supplier through Public Purchase. If you are already registered with Public Purchase, please skip this step and proceed directly to step two below. Once registered you will receive an activation email from notices@publicpurchase.com advising that your account is activated (Note: be sure to add this email address to your contacts to avoid bid and proposal notifications being sent to your junk folder rather than your inbox). It can take 24 to 48 hours for your account to become active.
- b. **Step 2)** Registering as a Supplier with the County: Once you have received your activation email from Public Purchase, log into Santa Barbara County Public Purchase homepage and accept the terms and conditions of use. You will need to register with Santa Barbara County and select the National Institute of Government Procurement (NIGP) Commodity Codes that relate to your business in order to receive email notifications of future bid and proposal opportunities.

It is important to complete Step 2 of the registration process (register with Santa Barbara County) or you will not receive notifications of upcoming bid and proposal opportunities. It is your responsibility to keep your vendor information updated in Public Purchase, particularly your contacts and email addresses.

2. **Vendor Questions**

Questions or requests for clarification of this RFP must be submitted in writing on the Public Purchase website (www.publicpurchase.com). Any amendment or addendum to this RFP is valid only if issued in writing to the RFP on the Public Purchase website. Vendor must submit written questions for clarifications on this RFP via Public Purchase no later than **February 3, 2025**. The County will publish answers to the questions in an addendum to the RFP on **February 17, 2025**.

Submit Question Instructions:

- a. Click on the title of the RFP,
- b. On the right of the RFP page, click on [View/Ask Questions] to open a new page that lists all previous questions and answers.

- c. Click "Ask a Question" and enter your question here.

Potential Proposers should not contact Santa Barbara County officials, staff or evaluation panel members directly regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the Proposal.

Proposals shall be held in confidence and shall not be available for public review until the conclusion of the Contract negotiation process. Thereafter, all Proposals shall become public record.

County reserves the right to retain all Proposals submitted and use any idea in a Proposal regardless of whether that Proposal is selected. Proposals will not be returned.

Submission of a Proposal indicates acceptance of the terms and conditions contained in this RFP unless clearly and specifically noted in the Proposal submitted, and confirmed in the Contract between the County and the Proposer selected.

VI. GENERAL CONDITIONS

1. **Terms and Conditions** – Please refer to **Attachment D** for Proposer requirements for this RFP, in addition to those herein. Each Proposer, by submitting a Proposal, understands and agrees that any contract that such Proposer enters into with the County upon the County's acceptance of such Proposer's Proposal ("Contract") shall be in the form of the Agreement attached hereto as **Attachment E** ("Form of Agreement"). The County recognizes, however, that the various suppliers of IT goods and services have developed pricing structures and procedures that differ from each other, and that, if the County were to strictly require the exact language of the Contract to be executed, it could result in suppliers being unwilling to submit a Proposal due to incompatibilities that may otherwise be reconcilable. Accordingly, the County may consider in its evaluation of Proposals limited Proposer-proposed changes to the Form of Agreement, provided that the Proposal includes a proposed contract in substantially the form of the Form of Agreement, with all Proposer-proposed changes and attachments, without hyperlinks, with all blanks filled in, and clearly labeled "Proposed Contract" with the RFP identification from the RFP title page. The County will notify the Proposer as to which, if any, proposed terms and conditions are not acceptable to the County and may arrange an appropriate meeting at a mutually satisfactory time to discuss any differences. Note, however, that proposed provisions which do not comply in substance with all material requirements of the RFP, which are contrary to the best interests of the County, or which are antithetical to applicable law, funding requirements, or County policy, will not be accepted. Oral communications of County department officers and employees concerning this RFP shall not be binding on the County and shall in no way excuse the Proposer of any obligations set forth in this RFP.
2. **Prime Responsibility** - The selected Proposer(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. The County will consider the selected Proposer(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
4. **Independent Contractor** - In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County of Santa Barbara.
5. **Insurance** - Prior to commencement of services, the Proposer must provide evidence of the

following insurance coverages (naming the County of Santa Barbara as additional insured): Worker's Compensation, Commercial General Liability, and Automobile Liability as outlined in **Attachment E** of the sample contract. The Proposer(s) will be required to maintain the required coverages, at his/her sole cost and expense, throughout the entire term and any subsequent renewal terms of the agreement.

6. **Non-Discrimination** - The County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, sexual orientation, gender expression, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
7. **Negotiation** – The County of Santa Barbara reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the respondent's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County as contractually binding on the successful vendor.
8. **Non-Exclusive Contract** - The provisions of the contract shall in no way prohibit the County from using services of another supplier for the same services as herein listed. The County may also determine it advantageous to award contracts to more than one Proposer.
9. **Termination of Contract - With Cause** - The County Procurement Division may, by giving ten (10) calendar days written notice to the Contractor, terminate this contract for cause. Due cause for termination shall be, but not limited to, failure to deliver within a reasonable time period, failure of the services to meet specifications and/or for reasons of unsatisfactory service.
Without Cause – Both the County and the Contractor may upon giving thirty (30) calendar days' written notice, terminate this contract with or without cause.
10. **Non-Appropriation** - The County cannot obligate funds beyond any one fiscal year. Any Contract that may be entered into by you and us is therefore contingent upon the appropriation of sufficient funds and/or authority to carry out its provisions. Should funds not be available, we may terminate the Contract at the end of the fiscal year by giving you thirty (30) days' notice. The termination shall be effective without penalty and without liability to the County beyond the fiscal year in which the notice is given. Our decision as to what constitutes sufficient funding will be final.
11. **Clarifications and Withdrawal** - The County reserves the right to:
 - a. Request clarification of any submitted information.
 - b. Not enter into any agreement.
 - c. Not to select any Proposer, and to solicit additional offers/proposals at a later date.
 - d. Amend or withdraw the RFP, in whole or in part, at any time and for any reason.
 - e. Interview Proposers prior to appointment and request additional information during the interview.
12. **Sustainability** – The County has an Environmentally Preferred Purchasing Policy (EPPP) that encourages the use of products/services that promote sustainable green practices. The general goals of this policy are to reduce toxicity, conserve natural resources, materials & energy, and maximize recyclability and recycled content. If your service qualifies and meets such criteria, please provide additional data. To view our complete EPPP, visit: <https://www.countyofsb.org/4370/Environmentally-Preferable-Purchasing-Po>.
13. **Job Site Inspection** – An in-person job walk for all locations will not be held. It is the responsibility of the Proposers to establish knowledge of the general area of the service locations, and familiarize yourself with any potential difficulties in providing service. If you wish to arrange a visit for the inside of a site location(s) to clarify any questions, you must submit a request for the specific location(s) in the **Question and Answer** section of the Public Purchase bid, by the date indicated in **Section III. RFP**

Timeline. Site visits will then be arranged with the office location. All proposers must sign a Non-Disclosure Agreement (NDA) prior to conducting any site inspections. No site visits will be granted unless an executed NDA is on file with the County.

14. **Incurred Costs** – The County of Santa Barbara will not be liable in any way for any costs incurred by Proposers in replying to this RFP.
15. **Protest of Award** - County of Santa Barbara protest procedures are outlined at [Protest Procedures](#).

VII. ANCILLARY REQUIREMENTS

1. **Restrictions** - We are under no obligation to request, utilize or employ any certain extent or number of services, nor are we restricted, by reason of this contract, from contracting with other vendors providing the same or similar services for the County's incidental needs.
2. **Pricing Adjustment Clause** – Prices proposed is to be the maximum charged for the period of the contract, including any periods in which the contract is extended. However, you may increase the rates set forth herein in proportion to any statutory increases which may be required by federal, state or local law commencing upon the effective date of such increase, including any increase which may be necessary due to the passage of any federal or state law mandating benefits for employees. These charges include, but are not restricted to, Workers' Compensation Insurance, FICA, SUI and FUI increases. Such increases will be limited to the amounts or percentages common to the industry in the Santa Barbara County area and will not be allowed to the extent your experience rating exceeds the industry average for the Santa Barbara County area. You will not increase the quoted prices during the term of the Contract without request and approval. Not less than 120 calendar days prior to the end of each contracted term, the awarded Contractor may request in writing a price escalation and substantiate this request. No increase of any kind will be allowed without the advance written consent.
The County reserves the right to either accept or reject in writing Contractor's request for a price escalation as part of the County's consideration for the contract extension. In the event that the County rejects Contractor's request for price escalation, the contract shall automatically be extended at the current rates for an additional 90 days beyond the existing termination date.
3. **Safety Measures** – Proposer will take all necessary precautions for the safety of employees on the work site and will erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the employees and public.
4. **Proposal as Public Record** – All proposals, Protests, and information submitted in Response to this RFP will become the property of the County. As such, they may be subject to public review. In the event any information is submitted by a Proposer that is deemed confidential or trade secret, then it shall include in the title, "**CONFIDENTIAL, NOT FOR PUBLIC DISCLOSURE.**" However, so marking the material shall be considered only a request to keep the information confidential, and the County provides no assurance that the information will not be disclosed if disclosure is required under California Law.
 - a. Any contract arising from this RFP will be a public record.
 - b. Submission of any materials in Response to this RFP constitutes:
 - i. Consent to provide County discretion to release such materials under the Public Records Act without notice to the person or entity submitting the materials.
 - ii. Waiver of all claims against County and/or its elected officials, officers, agents, or employees that County has violated a Proposer's right to privacy, disclosed trade secrets or confidential information, or caused any damage by allowing the proposal or materials provided under this request for proposal to be inspected.
 - iii. Agreement to indemnify and hold harmless County for release of such information under the Public Records Act.

- iv. Acknowledgment that the County may not assert any privileges that may exist on behalf of the person or entity submitting the materials.
- 5. The County reserves the right to withhold any materials otherwise subject to the Public Records Act during the pendency of negotiations of the contract pursuant to Michaelis, Montanari, & Johnson v. The Superior Court of Los Angeles (2006) 38 Cal. 4th 1065.

VIII. SCOPE OF SERVICES AND DELIVERABLES

The anticipated products and services to be provided (collectively, the “Solution”) pursuant to the Contract are described below. Utilizing knowledge of cost-effective approaches from previous experience on similar projects, the ideal Solution will propose a Project plan that aligns with these tasks.

The selected vendor will be responsible for ensuring optimal performance, longevity, and reliability of the County’s AV and broadcast systems, which are critical to the success of public meetings and other essential functions. These services must include technical maintenance, equipment lifecycle assessments, network engineering evaluations, and on-call support. The goal is to ensure smooth and uninterrupted AV operations, with minimal downtime and enhanced system efficiency. Below is a detailed description of the general tasks required for this project.

Implementation Phase: Preliminarily, and as part of the AV & TV Broadcast Managed Service Provider (MSP) contract, the MSP shall coordinate services with the County as an initial implementation phase to include an Onboarding stage, a Design and Engineering Review stage, that includes several related reviews including Ongoing Technical Issues Review, Systems Performance Testing, Training and Active System Warranty review. (SEE Implementation Phase, Maintenance Services/Onboarding Goals section below)

1. Knowledge and Expertise Level

The County requires a candidate for onsite AV & Broadcast Systems Engineer/Technician be well versed in both TV and AV Systems design, engineering, installation, programming, commissioning and troubleshooting. Similar and related experiences would be extensive AV & Broadcast Systems design experience up to the level cited in the Evaluation Criteria.

The MSPs designated Systems Engineer/Technician requires experience in the operation and maintenance of various AV and TV Production equipment as specified in the current equipment list and drawings for the County’s technical systems. Several years of experience in daily maintenance and troubleshooting of TV Broadcast Equipment and AV Presentation systems is necessary along with working knowledge of setting up networks, VLANs, port-forwarding, operational knowledge of video systems waveform and vector scope monitors to ensure video signal integrity, audio system waveform and digital signal processing knowledge; control system operational knowledge as well as the ability to troubleshoot and repair all of the system mentioned herein.

MSP must maintain the County’s minimum security posture in alignment with all security policies documented in the [Santa Barbara County Technology Security Policies](#), as well as the **COSB Cybersecurity Controls List.xlsx** that are applicable for the services rendered.

2. Technical Systems

AV & TV Broadcast contracted services for the below systems would include technical oversight, monitoring, daily inspection, troubleshooting, regular maintenance, predictive replacement, onsite repair, offsite repair, pre-planned testing, functional validation of all systems, operational performance testing, budgetary replacement projection, programming, commissioning, software setup, software/firmware scheduling and updating, warranty tracking, PC imaging, systems proof-of-performance, depot services, manufacturer coordinated repair, and regular maintenance status reporting to the County.

BOS, PLANNING, SANTA MARIA HEARING ROOM SYSTEMS

The following are systems and components considered to be in-scope and will be covered by the County's Maintenance Contract with the Managed Service Provider (MSP). The following are major indications of the systems however the systems mentioned and any related and unspecified support systems within the AV & Broadcast systems are included in the scope of work even if not specifically called out. The designation of "including but not limited to" applies to all listed or associated or related equipment to the listed systems below

- Video Monitors – Including but not limited to Large Display monitors, local monitors, touch screen monitors their mounting and attachment to structures
- AV & Broadcast Power – the design of and troubleshooting of all power to systems affecting the AV & Broadcast systems within the hearing room
- Cable & Pathways – Conduits, cabling and management of all cable pathways transporting signals between any of the AV and Broadcast System components directly or related to the hearing room
- Wall Plates, I/O Panels and Connector Panels – All AV, Broadcast and I/O connection panels, associated transmitters or receivers
- AV Control Systems – Including touch panels and support software, graphics display, wall-panels, button panels and wireless interfaces
- Sound Reinforcement System – All components of the PA system including microphones, wired and wireless speakers, amplifiers, antennae and related components within the hearing room
- Remote Control Cameras and Robotics – Including lenses, attachments, cabling, wall-plates, connectors, harnesses for all Camera locations within the Board Room space
- Network Equipment – All network equipment including but not limited to routers, switches, gateways and cabling. Coordination with the County's IT teams is necessary before carrying out any services related to the network
- PCs and PC connections, Wireless – Computers or Servers related to the AV or Broadcast signals, operations or functions, including video or audio connections, transmitters and receivers and
- KVM Systems – Any cabling, transmitters, receivers, extenders, keyboards, monitors, mice, user-stations, and servers or related KVM infrastructure or transports
- UPS, Power Conditioners – All components and related including batteries, controllers, signal monitoring and associated power distribution panels, strips and related.

CONTROL ROOM, MDF, SANTA MARIA CONTROL ROOM Systems

The following are systems and components considered to be in-scope and will be covered by the County's Maintenance Contract with the Managed Service Provider (MSP). A complete list of equipment will be submitted to the Provider current make and model information:

- Video Control Room Console – Including racks, consoles, attachments, hanging infrastructures, monitor mounts, console table top and related equipment

- Camera Robotics Remote Control – Including Control Panel, PTX heads, connections, CCUs, Base stations, networking, software, hardware, updating, troubleshooting operation, presets and various related components
- Live Graphic Systems, Broadcast & AV – Including Character Generators, Layering engines, bugs, logos, websites and infrastructure requiring
- Live Video Switcher Systems, Routers, Panels, Control Points – Including all major and minor video processing devices, and switcher processing
- Audio Mixers – including processors, embedders, de-embedders, muxes, monitoring, Dante controllers, and software support systems
- Converters, Scalers, Cross Conversion – all components related to up-down cross conversions, adapters, stand-alone or card-based modules
- Patch Panels and Connector Panels -all panel mounted, rack mounted Video and Audio Patch Panels with micro-switches or passive connections
- Fiber and Transport Systems and Equipment – Including patch panels, transmitters, receivers, card cages, chassis, connections, jumpers, patch cords and all related cabling
- Communication and Translation Systems – all intercoms, language interpretation devices, related components, headsets, microphones, and connections
- Closed Captioning Devices – all encoders, related internet, network connections and monitoring equipment
- SAP Circuits – in including monitoring, interface devices, volume control and related circuit components
- Video Monitors – Including but not limited to Large Display monitors, local monitors, touch screen monitors their mounting and attachment to structures
- AV & Broadcast Power – the design of and troubleshooting of all power to systems affecting the AV & Broadcast systems within the control rooms and MDF
- Cable & Pathways – Conduits, cabling and management of all cable pathways transporting signals between any of the AV and Broadcast System components directly or related to the control room and MDF
- Wall Plates, I/O Panels and Connector Panels – All AV, Broadcast and I/O connection panels, associated transmitters or receivers
- AV Control Panels – Including touch panel software, graphics display, wall-panels, web-interface, GUI's and similar control point software or hardware included in the systems
- AV Presentation Control Software and Hardware – Including Matrix Routing, AV over IP systems, controllers, transmitters, receivers and related components
- Sound Reinforcement System – All components of the PA system including microphones, speakers, amplifiers, DSPs, relays, and related components within the control room and MDF
- Network Equipment – All network equipment including but not limited to routers, switches, gateways and cabling. Coordination with the County's IT teams is necessary before carrying out any services related to the network
- PCs and PC connections – Computers or Servers related to the AV or Broadcast signals, operations or functions
- KVM Systems – Any cabling, transmitters, receivers, extenders, keyboards, monitors, mice, user stations and servers related to KVM system

3. Implementation Phase

Onboarding Goals/Maintenance Service

The Implementation Phase includes the Onboarding process between the County and the new AV & Broadcast MSP. The onboarding process is to ramp-up services and will include various reviews of current systems and equipment as well as the expected daily services for the various rooms and locations. As such the onboarding goals will closely match the ongoing, regular contracted services to be immediately implemented after the onboarding period. Below is a list and description of both onboarding goals and maintenance services expected to be provided by the MSP.

Responsibilities of the MSP for the all systems, equipment and the entirety of the related circuits will include technical oversight, monitoring, daily troubleshooting, regular maintenance, predictive replacement, onsite repair, offsite repair, pre-planned testing, functional validation, operational performance testing, budgetary replacement projection, programming, commissioning, software setup, software/firmware scheduled updating, warranty imaging, systems proof-of-performance, depot services, manufacturer coordinated repair, and regular maintenance status reporting to the County.

The following are both Onboarding topics and goals as well as long-term Maintenance Service Tasks:

- Systems Technology Warranty Review – Review all system devices for manufacturer’s warranty and any available extended warranty
- End-of-Lifecycle, MTBF – Assessment of all major and some minor devices for typical life cycle of equipment to inform and create preliminary replacement planning and system maintenance monitoring and discover estimated Mean Time Between Failures through data collection by manufacturers reports
- Networking Topology and Engineering Review – Assess Network engineering model and meet with County to provided planned review and maintenance schedule, monitoring, cyber-security goals, guidelines and user access management best practices
- Workflow Review – Assess and evaluate current AV & Broadcast workflows for preparation, meeting production and post meeting production workflows to determine technical support needs of Production Service Provider, County Stakeholders and Administrative Staff
- Preventative Maintenance – Assessment current equipment usage, identify vulnerable components, currently failing or likely to fail systems and devices. Define maintenance schedules for each system and equipment
- On-Call, Onsite Services – Determine levels of phone support and onsite services including weekly setup and testing with Onsite engineering service for regular meetings and special meetings or services. Review remote support parameters, defined response times and functional replacement goals for continued ongoing operations with no downtime or qualified and approved abridged functionality downtime
- System Performance Status Reporting – Based on technical assessment or troubleshooting or long-term replacement, provide regular status reporting of current systems, replacement systems and future technology improvements
- Budgetary Goals Review – Review regular onsite video technician and engineering defined weekly commitments and cost basis. Review elevated status for and costs for per unit increase in time commitment. Define emergency service rates and elevated service staff requirement levels for services and labor outside of the regular contract effort levels

Design and Engineering Review

Also, as a part of the Implementation Phase, a design and engineering review process will take place. This will be coordinated and concentrated effort to disclose the design drawings and engineering of the currently installed system on an advanced level. Various systems single-line drawings will be

reviewed, and ongoing issues related to pending design changes or equipment changes are part of this phase.

The following are both Onboarding topics and goals as well as long-term Maintenance Service Tasks:

- Systems Drawing and Schematic Review – Review all systems existing single-line drawings as well as elevations, plan-views, sectionals and other related spreadsheets and design related documentation and may include any building electrical drawings and documentation that may reveal cable paths, AC ducts, and various Reflected Ceiling Plans.
- Current System Issues Review – The County, its technical staff and designees will review with the incoming MSP all of the current, known issues related to the TV and AV systems directly related to current operations and functionality.
- System Performance Testing and Training – The County and designees will conduct various tests with the MSP’s designated technical team to review all systems, the major functionality and provide some basic training of Router and Switcher operation and any proprietary, custom or design related functionality demonstrations
- Active Systems Warranty Review – Referring to an As-Built or Current Bill of Materials (BOM) or Master Inventory List, a Warranty Service review with the assistance of the County will be conducted by the MSP team for each system. This will be one of the first responsibilities of the MSP as well as other specified assignments as directed by the County and related to the subject systems
-

4. Contract Responsibilities and Obligations to the County

Quality Control Plan & System Status Reporting

The MSP will submit a quality control plan related to the scope of services delineated in the RFP. The County will establish various system status reporting that will include weekly report of the status of Equipment and Systems in all locations. A checklist of condition and performance of test results will be developed based on daily workload and County requests as-needed.

Daily Schedule Projection

The County estimates the need for one (1) dedicated onsite TV/AV Systems Engineer to be available three (3) days per week, with a mutually agreed-upon daily rate for any additional days. While Monday through Wednesday are the anticipated workdays to maintain consistency, flexibility may be required for special service assignments based on the County’s needs.

MSP to County Communications & Contacts

Upon contract award, the County will provide the designated contact titles responsible for managing and administering the day-to-day work scope.

IX. MANDATORY RESPONSE REQUIREMENTS

Each Proposal must include the following information, documents, and materials, and must be submitted in the following format, including heading descriptions:

1. **Cover Letter:** On your company letterhead, which includes your company’s legal name (as registered with the California Secretary of State), address, telephone number and website, explain why you are submitting a Proposal, and include the information for your primary point of contact. Responders may use this letter to provide any other overall background information

related to their proposal. The cover letter should not exceed one (1) page in length and must be signed by an individual(s) who is/are authorized to bind the proposer contractually.

2. **Executive Summary:** Provide general information about your company, including:
 - Description of your business entity and its legal structure.
 - Number of years in business and any recent mergers or acquisitions.
 - Office locations and geographical markets served.
 - Provide a resume of relevant experience for each member of the proposed team including experience, education, and certifications. Describe each member's role and responsibilities on this Project.
 - Organizational chart and number of employees on company payroll.
 - Years your company has performed, and count of, similar projects.
 - A proposed solution overview discussion that demonstrates the Vendor's understanding of the nature and purpose of this RFP.
 - A summary narrative and diagram of the architecture of the proposed Solution and a description showing that the solution meets all aspects of the requirements.
 - A description of the County's role and responsibilities in the proposed Solution.
3. **Work Philosophy:** Provide a synopsis (1,000 words or less) of the work philosophy followed by your company when engaged in AV & Broadcast Maintenance Service projects. Explain how that work philosophy may align with the values of the County.
4. **Timeline:** Please identify the lead-time for equipment delivery and note procurement deadlines if they exist. Use a simple Julian calendar with the "signing of contract" as day one. Please keep in mind that Santa Barbara County would like to complete this contract as quickly as possible. Include any cost benefits/detriments associated with a "fast track" implementation.
5. **References:** On the reply form provided as Attachment B provide the name and contact information for three (3) relevant references that previously or are currently contracted with your company. Include brief descriptions of the services provided and dates that the services were, or are being, performed. References should be for projects that commenced within the last five (5) years.
6. **Qualifications:** Provide a detailed description of your company's qualifications and experience providing a AV & Broadcast Maintenance Service similar in scope to this Project. Describe any awards or recognitions your company has received related to your prior work. Specifically identify any areas of expertise where your company will rely on services provided by a subcontractor.

X. EVALUATION AND SELECTION

1. **Initial Screening:** Proposals will be screened for responsiveness and responsibility in meeting the requirements of this RFP.
2. **Proposal Submission Evaluation Criteria:** The Evaluation Committee will evaluate and rank proposals to select the top three (3) to five (5) finalists for presentations. In evaluating each

reply, the County will consider several factors, including but not limited to, the following evaluation criteria:

a) Proposer's Qualifications (35%)

1. Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in the Qualifications Section of this RFP.
2. Proposer will be evaluated on the verification of references requested in this RFP proposal.
3. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.
4. A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer.

b) Proposer's Approach to Providing Required Services (35%)

1. The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in in this Proposal including an Executive Summary of the proposer's understanding of the Contract Services.

c) Quality Control Plan (10%)

1. The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan shall cover a proposed monitoring system and resolution plan of all contracted services listed in the RFP.
2. Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work.
3. Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Contract (County to provide). The County may deduct up to 100 rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.
4. Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

d) Cost (20%)

1. The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.
3. **Selection of Finalist:** The Evaluation Committee will select the Proposer with the highest ranked proposal the recommended finalist. The County intends to award a Contract to the Proposer that it considers will provide the best overall Solution to the County. Finalist will be notified via email. Upon notification, the finalist must provide detailed financial information, professional references within ten (10) business days of receiving the notification. Failure to comply with these requirements will result in the proposal being deemed unresponsive to the RFP. The County reserves the right to accept other than the lowest priced proposal, and to reject any proposals that are not responsive to this RFP. The County reserves the right to determine the successful Proposer(s) either on the basis of individual items or on the basis of all items included in such Proposer(s) Proposal(s). Unless the Proposer specifies otherwise in its Proposal, the County may accept any item or group of items of any Proposal.
4. **Additional Information from Proposers:** The County reserves the right to use any additional criteria they deem to be appropriate in selecting the best Proposal and may request information from Proposers beyond that specified in the RFP.
 1. **Financial Information:** Submit your company's most recent audited or reviewed financial statements as an attachment if requested. Describe what these financial statements demonstrate about the viability and stability of your company. If audited or reviewed financial statements are not available, provide an explanation as to why and submit internal balance sheets and income statements for the last three (3) years.
5. **Intent to Award** - A Notification of Intent to Award will be posted on Public Purchase. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposer(s) unless an agreement is reached. If contracts negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Proposer or withdraw the RFP.
6. **Award** - Award may be made to the Proposer(s) whose offer is the most advantageous to the County. The County reserves the right to reject any and all proposals; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the County. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of Proposers will be considered, along with other relevant factors. The County may, in its sole judgment, award the RFP without discussion with the Proposers relative to their proposals.
7. **Withdrawals** - The County reserves the right to withdraw the RFP, in whole or in part, at any time, for any reason. Submission of a Proposal confers no rights upon the Proposer, nor obligates the County in any manner. The County reserves the right to award no contract, and to solicit additional offers/proposals at a later date.

Attachment A – Listing of County Departments and Websites

Functional Groups and Departments

Websites

Policy & Executive:

1. Board of Supervisors
2. County Executive Office
3. County Counsel

<http://countyofsb.org/bos>
<http://countyofsb.org/ceo>
<https://www.countyofsb.org/2062/County-Counsel>

Public Safety:

4. District Attorney
5. Probation
6. Public Defender
7. Fire
8. Sheriff-Coroner

<http://countyofsb.org/da>
<http://countyofsb.org/probation>
<http://countyofsb.org/defender>
<http://www.sbcfire.com>
<http://www.sbsheriff.org>

Health & Human Services:

9. Public Health
10. Behavioral Wellness
11. Social Services
12. Child Support Services
13. First 5

<https://www.countyofsb.org/phd>
<https://www.countyofsb.org/behavioral-wellness> <http://countyofsb.org/dss>
<http://www.countyofsb.org/css>
<http://first5santabarbaracounty.org/>

Community Resources & Public Facilities:

14. Agricultural Commissioner/Weights & Measures
15. Planning & Development
16. Public Works
17. Community Services

<http://countyofsb.org/agcomm/>
<http://sbcountyplanning.org>
<http://countyofsb.org/pwd>
<http://www.countyofsb.org/csd>

General Government & Support Services:

18. Auditor-Controller
19. Clerk-Recorder-Assessor-Elections
20. General Services
21. Human Resources
22. Treasurer-Tax Collector-Public Administrator

<https://countyofsb.org/auditor/>
<http://sbccassessor.com>
<http://countyofsb.org/gs>
<http://countyofsb.org/hr>
<http://www.countyofsb.org/ttcpapg/index.aspx>

Attachment B – Mandatory Reply Form: References

R-1.	Company Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Date Services Began and Ended	
	Brief Description of Services	

R-2.	Company Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Date Services Began and Ended	
	Brief Description of Services	

R-3.	Company Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Date Services Began and Ended	
	Brief Description of Services	

Attachment C – County of Santa Barbara Equipment Data

See Attachment C – County of Santa Barbara Equipment Data specifications spreadsheet in Public Purchase.

Attachment D – Additional Responder Responsibilities and Requirements

1. INTRODUCTION

1.1 **RFP** - The County of Santa Barbara, through its Procurement Services (herein "Procurement" or "County") hereby gives notice of the opportunity to submit replies to this RFP. All RFP replies must be received by the date and time indicated on the Cover Page of the RFP. Failure to meet the due date and time may be cause for rejection.

1.2 **DEFINITIONS** - We will speak with you relatively informally throughout the RFP in order to help the process be a little more human and friendlier. Even though the language is informal, we intend to express our expectations clearly, and they are to be legally interpreted to accomplish the outcome summarized in this document. Capitalized terms used in this Attachment D shall have the respective meanings ascribed to such terms elsewhere in the RFP. Capitalized terms used in this Attachment D but not elsewhere defined in the RFP shall have the respective meanings ascribed to such terms below in this Section 1.2.

1.2.1 **WE / US / OUR** - These terms refer to the County of Santa Barbara, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

Procurement – the Procurement Services of the General Services, including its Chief Procurement Officer (also known as Purchasing Agent) and staff of professional Buyers.

Department/s or Office – ITD, the County's Information Technology Department, for which this RFP is prepared, and which will be end users of the goods and/or services sought.

Designee - the County employee assigned as your primary contact for interaction regarding Contract performance.

1.2.2 **YOU / YOUR** - These terms refer to all recipients of this RFP. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Supplier would have different obligations than "you" as a Vendor or Responder may have. We will be specific whenever it seems warranted.

Vendors - All business entities which submit a Proposal to provide the Solution.

Responder or Proposer - Any business entity submitting a Reply or Proposal to this RFP. Vendors who may be invited to respond or which express interest in this RFP, but who do not submit a Reply, have no obligations with respect to the RFP requirements.

Supplier/Contractor - The Responder whose Reply to this RFP is found by ITD to suit the best interests of the County. Supplier may be selected for conditional award and will enter into a Contract for provision of the goods and/or services described in the RFP.

1.2.3 **[Intentionally omitted.]**

1.2.4 **RFP** - includes the Request for Proposals document to which this Attachment D is attached, and all other attachments and amendments thereto. An RFP may be used to solicit various kinds of information. The kind of information this RFP seeks is indicated by the title appearing at the top of the Cover Page.

Attachment D – Additional Responder Responsibilities and Requirements

- 1.2.5 **REPLY, Response, or Proposal** - is the document submitted to the County by a Proposer in accordance with the RFP instructions, plus any written clarifications we may request. Reply does not include any verbal or documentary interaction you may have with us apart from submittal of a formal Reply or Proposal, or of responses to our written request for clarification.

- 1.3 **QUESTIONS OR REQUESTS** - All questions or comments regarding the RFP should be directed to the Buyer listed on the Cover Page of this RFP.

All questions must be in a written format and submitted via [Public Purchase](#).

Only written communications responded to by a County representative may be considered valid. Responder may not consider any oral instructions as an official instruction.

Refer to Sections V and VI of the RFP for other requirements for Vendor Questions and the questions submittal deadline.

- 1.4 **RESPONDER RESPONSIBILITY** - We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this RFP. By submitting a Reply, you are presumed to concur with all terms, conditions and specifications of the RFP unless you have stated a deviation in your Reply. Deviations we consider excessive or affecting vital terms may reduce or eliminate your prospects for award. ***If at any time we discover deviations in your Reply that are not identified as instructed, you will be subject to disqualification from consideration.***

- 1.5 **SCHEDULE OF EVENTS** - Refer to the RFP Timeline in Section IV of the RFP for further information.

- 1.6 **COSTS INCURRED IN RESPONDING** - All costs and expenses relating to the preparation, production, handling, reproduction, administration of the reply and its submission are to be borne solely by the Responder. All records, documents and information collected and/or maintained by others in the course of the preparation of this reply shall be made accessible to the Office of the Auditor-Controller for purposes of inspection, reproduction, and audit without restriction. Responder shall agree that the County may audit, examine, and copy any and all books, records and information relating to the proposed Responder's services at no cost to the Office of the Auditor-Controller. Also Responders must maintain all such records until a Notice of Intent to Award has been provided by the County, or, with respect to a Responder identified in a Notice of Intent to Award, until after execution of a Contract with the County that incorporates such Responder's Proposal.

- 1.7 **CONFIDENTIAL AND PROPRIETARY DATA** - All material received relative to a Reply will be kept confidential until the Contract is posted to Legistar for consideration and execution by the County Board of Supervisors. It then becomes public information. Any information, confidential or otherwise, required for the evaluation of the RFP and resulting in any subsequent award to the successful Responder, would be public information.

Responder shall safeguard all information and data provided by the County. Further, Responder shall not sell or make available data or mailing lists compiled from data received from the County without the express written approval of the Office of the Auditor-Controller and without appropriate remuneration to the County.

- 1.8 **AWARD** - The County may enter into a Contract with the Responder(s) whose Proposal is the most advantageous to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by Procurement and ITD to be in the best interests of the County and, as such, will not be determined by price alone.

Attachment D – Additional Responder Responsibilities and Requirements

The County expressly reserves the right, in its sole judgment, to enter into a Contract without discussion with other Responders regarding their Replies.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all Proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the Proposal(s) which, in its sole judgment, is/are determined to provide the best value to the County, taking into consideration the relative importance of other evaluation factors set forth in the RFP.

- 1.8.1 **REPLY EVALUATION** - Our sole purpose in the evaluation process is to determine from among the Replies received which one(s) is/are best suited to meet the County needs. Any final analysis does not imply that one Responder is superior to another, but simply that in our judgment the Supplier(s) selected appear(s) to offer the best overall solution for our current and anticipated needs.

Submittal of a Reply authorizes us to investigate without limitation the background and current performance of you and your present staff. Discovery of any material misstatement of fact may lead to disqualification of a Responder or to cancellation or termination by the County of any resulting Contract.

Any proposed pricing in a Proposal must be held firm per the terms of this RFP, and may not be increased, but may be adjusted downwards anytime.

The County will evaluate all Replies submitted. The County may also work with consultant(s) who are subject matter experts to assist in the evaluation of replies; however, such consultant(s) will not participate in the scoring of the submitted Replies by the County. In evaluating each Reply, the County will consider several factors, including but not limited to, the following evaluation criteria:

- 1) Demonstrated understanding of the Project and scope of work and creative and innovative approach to the Project;
- 2) Work schedule/timeliness;
- 3) Team experience, qualifications, and successful completion of similar projects;
- 4) Fee structure to complete the Project.

The County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a Reply confers no rights upon the Responder nor obligates the County in any manner. The County reserves the right to award multiple Contracts, no Contract, or to solicit additional offers at a later date.

Each Responder, by submitting a Proposal, agrees that if the County accepts its Proposal, such Responder will furnish the Solution upon the terms and conditions in this RFP and the Contract in substantially the form of the Form of Agreement. Replies that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Responders may be disqualified and their Reply may be rejected by the County for reasons including, but not limited to, any of the following:

- 1) Failure to properly complete and submit a Reply;
- 2) Evidence of inappropriate collusion among Responders submitting a Replies;
- 3) Failure to comply with the requirements specified in the RFP.

Attachment D – Additional Responder Responsibilities and Requirements

Trade secrets must be clearly marked and identified as such. All such trade secrets will be subject to such disclosure as is required by the California Public Information (Open Records) Act (“PRA”). The Responder agrees at its expense to protect, defend, and indemnify the County from claims involving infringement of patents or copyrights. The County reserves the right to adopt or use for its benefit any concept, plan, or idea contained in any Response. The County also reserves the right to inspect the Responder’s agreements with its suppliers before making any award for the purpose of ascertaining whether the Responder has the necessary operational systems in place for performing any possible Contract. The County may also consult with clients of the Responder during the evaluation of

replies. Such consultation is intended to assist the County in making any possible Contract award, which is

most advantageous to the County. No Reply shall be marked “Proprietary”, “Confidential”, or in any other way to prohibit the County’s compliance with the PRA or other public record requirements.

1.8.2 **COMPETITIVE NEGOTIATION OF REPLIES** - The Responder is advised that, under the provisions of this RFP, the County reserves the right to conduct negotiations of the Replies received, and the County reserves the right to award a Contract, in whole or in part, without negotiating the Form of Agreement. If such negotiations are conducted, the following conditions shall apply:

- 1) Negotiations will only be conducted with potentially acceptable Replies. The County reserves the right to limit negotiations to those Replies which received the highest rankings during the initial evaluation phase.
- 2) Terms, conditions, prices, methodology, or other features of a Reply may be subject to negotiation and subsequent revision. As part of such negotiations, a Responder may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of such Responder’s Reply.
- 3) The requirements shown in the Mandatory Response Requirements set forth in Section VI of the RFP, above, and the Other Requirements set forth in Section VII of the RFP, above, are not negotiable and will remain unchanged unless the County determines that a change in such requirements is in the best interest of the County.

1.8.3 **WITHDRAWAL/MODIFICATION OF REPLIES** - Responder may modify its reply via [Public Purchase](#) at any time prior to the Reply Due Date.

1.9 **ACCEPTABILITY** - The County reserves the right to determine, in County’s sole discretion, whether or not materials, equipment, or services are acceptable for County use, and whether substitutions are of equal or better quality than that specified.

1.10 **CONTRACT EXECUTION** - This RFP and the Responder’s Reply (pertinent sections, to the extent not inconsistent with other provisions of the Contract) will be made part of any resultant Contract and may be incorporated verbatim into such Contract.

1.10.1 **PRECEDENCE** - In the event of contradictions or conflicts between the provisions of the documents comprising a Contract, they will be resolved by giving precedence in the following order:

- 1) Provisions of the Form of Agreement (as it may be amended)
- 2) Provisions of the RFP (as it may be supplemented)
- 3) Provisions of the Responder’s Reply (as it may be clarified)

Attachment D – Additional Responder Responsibilities and Requirements

2. **PRIMARY SPECIFICATIONS**

2.1 **SCOPE OF WORK** - Please see Section VIII of the RFP for the additional details.

In developing your response, please be as specific as possible. Respondents are invited to include any existing material or material prepared specifically in response to this RFP that they believe may be of interest or use to the County.

2.2 **REFERENCES** – See Attachment B: Reply Form References of the RFP for requested references. The County reserves the right to contact not only those clients provided by the Responder, but any other past or present clients and to utilize this information to assist in determining the acceptability of services when making any possible award.

3. **SUPPLIER'S REQUIREMENTS & RESPONSIBILITIES**

3.1 See RFP for further information.

4. **TERMS & CONDITIONS IN THE EVENT OF ANY FUTURE CONTRACT**

4.1 **COMPLIANCE WITH PROCUREMENT TERMS & CONDITIONS** - You agree to be bound by the County's terms and conditions included in the attached Form of Agreement (Attachment E), including the indemnification and insurance requirements attached as Exhibit C thereto and included therein.

4.2 **NON-EXCLUSIVE CONTRACT** - Any Contract issued as a result of the Reply will be non-exclusive. The County retains the right to negotiate, make purchases and enter into contracts with others providing the same or similar goods and/or services as those you provide.

4.3 **"NO SURPRISES"** - You will notify the Chief Procurement Officer in advance of any anticipated breach or repudiation of any of the provisions of the Contract.

5. **REPLY PRESENTATION & REVIEW**

5.1 **REPLY CONTENT** - In order to enable direct comparison of competing Replies, you must submit your Reply in strict conformity to the requirements stated in this RFP. Failure to adhere to all requirements may result in your Reply being disqualified as non-responsive.

5.1.1 **REPLY ASSEMBLY** - Each Responder must provide all documentation required. Replies should follow the same numerical sequence and structure as this RFP.

A complete response must be provided per the requirements of the RFP.

Some of the sections may require explanation by the Responder. Please provide exhibits and/or visual aids that clearly reference specific conditions.

5.1.2 **FORMS & SCHEDULES** – If specified, all forms and schedules must be completed on (or in the identical format of) the forms included with this RFP and according to the instructions provided.

5.1.3 **RE-SUBMITTAL CORRECTIONS** - Replies should be free of erasures. Errors may be crossed out with corrections printed in ink or typed adjacent, and must bear dated initials of person signing the Reply.

Attachment D – Additional Responder Responsibilities and Requirements

- 5.1.4 **SUBMITTAL PACKAGE** – Refer to the Mandatory Response Requirements Section VIII of the RFP for further information.

Replies to this RFP must be submitted via [Public Purchase](#) no later than the date and time indicated on the Cover Page for the RFP Opening. Submittal by mail, fax or e-mail is not acceptable.

- 5.1.5 **SUBMITTAL DEADLINE** - We must receive your Reply as directed no later than the date and time shown on the

Cover Page. Any Reply received after that deadline will not be considered unless you obtain the express consent of all other competing and timely replying Responders. We recommend you set for yourself an earlier deadline.

- 5.2 **RFP OPENING** - On the date and time specified on the Cover Page, all Replies will be opened. Within two (2) business days, a bid opening summary will be posted on [Public Purchase](#).

- 5.3 **REPLY CLARIFICATION** - We reserve the right to request additional written or oral information from Responders in order to obtain clarification of their Replies.

- 5.3.1 **REJECTION OR CORRECTION OF REPLIES** - We reserve the right to reject any or all Replies. Minor irregularities or informalities in any Reply which are immaterial or inconsequential in nature, and are neither affected by law, nor at substantial variance with RFP conditions, may be waived at our discretion whenever it is determined to be in the County's best interest. In such cases, we may allow a Responder to make minor corrections to any part of their Reply, with the exception of price data that could affect price comparisons between Responders.

6. **MANDATORY REPLY FORMS**

The mandatory reply forms listed below are required for inclusion in your Submittal Package as specified in the Mandatory Response Requirements Section VIII of the RFP. Line-by-line instructions are provided for those items not considered self-evident. Additional instructions may be found on some of the forms and schedules themselves.

- Attachment B – Mandatory Reply Form: References

7. **ASSIGNMENT**

No Responder may assign, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this RFP, the Contract, or any of such Responder's rights or obligations hereunder or thereunder ("Transfer"), without the express prior written consent of the County in each instance.

8. **MERGERS/ACQUISITIONS**

The Responder expressly acknowledges that it is an independent contractor. Nothing in this RFP or the Contract is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or method by which the Responder or its subcontractors perform hereunder.

The services to be performed by the Responder shall not be assigned, sublet, or transferred without prior written approval of the County in each instance.

Each Responder must notify the County of any potential merger or acquisition of which there is knowledge at the time that a Reply is submitted. Additionally, if subsequent to the award of any Contract resulting from this RFP, the Responder shall undergo a change or control, or merge with or be acquired by another entity, all the following documents must be submitted to the County prior to the consummation of such transaction:

Attachment D – Additional Responder Responsibilities and Requirements

- 1) Corporate resolutions prepared by the Responder and resultant entity ratifying acceptance of the RFP, Responder's Proposal, and the Contract, and process.
- 2) The resultant entity's Federal Identification Number (FEIN).

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor
by and between the County of Santa Barbara and [Insert name of Contractor]

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and [full legal name of Contractor on file with the California Secretary of State], a [jurisdiction of Contractor formation] [legal entity type of Contractor] ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to provide the deliverables and perform the special services required by COUNTY as set forth herein, and is willing to provide such products and perform such deliverables and services, and COUNTY desires to obtain certain products and services from CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DESIGNATED REPRESENTATIVE

[] at phone number 805-[] and email []@countyofsb.org is the representative of COUNTY and will administer this Contract (defined below) for and on behalf of COUNTY. [] at phone number [] and email [] is the representative for CONTRACTOR, and is duly authorized by CONTRACTOR to administer this Contract for and on behalf of CONTRACTOR. Changes to a Party's designated representative as set forth in this Section 1 shall be made only after advance written notice to the other Party.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Contract (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY:

ITD

Santa Barbara, CA 931

To CONTRACTOR:

[Insert CONTRACTOR address]

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES; PRODUCTS

CONTRACTOR shall provide to COUNTY the products, deliverables and services (collectively, the "Solution") set forth in the statement of work attached hereto as Exhibit A and incorporated herein by reference ("Statement of Work").

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

4. TERM

The term of this Contract ("Term") shall commence as of the Effective Date, and shall terminate on [insert date], unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Contract.

5. COMPENSATION OF CONTRACTOR

In full consideration for the Solution, CONTRACTOR shall be paid under this Contract in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Solution under this Contract as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Contract so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to provide the Solution. Accordingly, CONTRACTOR shall provide the Solution in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature that CONTRACTOR delivers to COUNTY pursuant to this Contract shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct all errors or omissions in the provision of the Solution, at COUNTY'S request, and without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Contract. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

**Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor
by and between the County of Santa Barbara and [insert Contractor/Vendor name]**

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. WARRANTY AND SUPPORT

CONTRACTOR certifies that it is a Manufacturer Authorized Partner of the manufacturer ("Manufacturer") of all equipment, products, software, and licenses provided by CONTRACTOR as components of the Solution hereunder (collectively, the "products") as of the date of CONTRACTOR's Proposal (defined below), and that CONTRACTOR has the certification and specialization required by Manufacturer to support both the products sale and products pricing, in accordance with the applicable Manufacturer certification and specialization requirements.

CONTRACTOR warrants that all products are new, in such product's original packaging. CONTRACTOR certifies that CONTRACTOR has sourced all products from Manufacturer and in accordance with all applicable laws and policies at the time of purchase. CONTRACTOR shall provide the COUNTY with a copy of all end user license agreements for each of the products, and shall warrant that all software included in the Solution is licensed originally to County of Santa Barbara as the original licensee authorized to use such software. In the event there are questions pertaining to the validity of the products, COUNTY reserves the right to verify the origin of the products with the Manufacturer. In the event the products have been acquired from unauthorized channels, COUNTY further reserves the right to terminate this Contract and/or return the products for a full refund.

CONTRACTOR warrants to COUNTY that, for the period of five (5) years after the Effective Date ("Warranty Period"), all software and products provided by CONTRACTOR to COUNTY hereunder ("Products") shall (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by County, as set forth in this Contract; (c) be fit for their intended purpose and operate as intended and in accordance with the specifications set forth in the Contract. These warranties shall survive delivery, inspection, acceptance and payment of or for such products and software by COUNTY. To the extent within the Warranty Period, CONTRACTOR shall correct any and all errors, omissions and other breaches of the warranty set forth in this Section 9, at the COUNTY's request, without additional compensation.

In the event of any error or failure of any Product during the Warranty Period, CONTRACTOR shall commence repair or replacement of such Product within three (3) business days from the date CONTRACTOR is notified of such error or failure, and shall diligently pursue and complete the necessary repair or replacement of such Product(s) within five (5) business days of such notification. To the extent practicable, such repairs and/or replacements performed hereunder shall be performed by local service providers (defined as a service provider based within the Santa Barbara region, which includes San Luis Obispo, Ventura, and Santa Barbara Counties). To the extent that the Warranty Period extends beyond the Term, this Section 9 shall survive the termination of this Contract.

CONTRACTOR represents and warrants that it has the skills, expertise, qualifications, licenses and permits necessary to ensure delivery of the Products and perform the services required under this Contract. CONTRACTOR warrants to COUNTY that it shall ensure that (a) all services hereunder shall be performed using personnel of required skill, experience and qualifications, and in a professional and workmanlike manner in accordance with the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged; (b) devote adequate resources to meet its obligations under this Contract; and (c) ensure that all of CONTRACTOR's equipment used in the performance of this Contract is in good working order and suitable for the purposes for which it is used, and conforms to all applicable legal requirements and standards, and to the requirements and standards specified by the COUNTY.

**Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor
by and between the County of Santa Barbara and [insert Contractor/Vendor name]**

10. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Contract, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

11. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with CONTRACTOR's performance as required under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

12. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items in connection with this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials of the COUNTY accessible by CONTRACTOR by virtue of this Contract ("County Data"). CONTRACTOR shall not release, disclose or transmit any County Data to other than as provided in this Contract and solely to the extent necessary to fulfill CONTRACTOR's obligations to COUNTY hereunder, except after the express prior written consent of COUNTY in each instance.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Contract (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Contract will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. Contractor grants to County a nonexclusive, worldwide, royalty-free license to use all software provided to COUNTY hereunder during the Term, including, but not limited to, permission to make copies of such provided software for such internal use and compliance with applicable law, including, but not limited to, the Brown Act and Public Records Act, but not permission to distribute such software or any copies of them, other than as required by applicable law, including, but not limited to, the Brown Act and Public Records Act. This Section 12 shall survive expiration or

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

termination of this Contract.

13. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

14. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Solution, including, without limitation, all data collected, used, maintained, processed, stored, by or on behalf of COUNTY in connection with this Contract ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Contract. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Solution hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

15. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Contract. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, as this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Contract, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

16. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

17. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

18. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar products and/or services as those provided by CONTRACTOR.

19. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, in whole or in part, whether by operation of law or otherwise ("Transfer") this Contract, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 19 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

20. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Contract, in whole or in part, at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
 - 1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 - 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Contract, in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments and is not entitled to a refund of any prepaid fees or alleviated for any fees payable with regard to the remainder of the Term.
 - 3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all services hereunder (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory provision of the Solution as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Solution rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Solution rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

21. SECTION HEADINGS

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE

Time is of the essence in this Contract and each covenant and term is a condition herein.

25. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

26. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits attached hereto, together with the Request for Proposals Number 3840002 for AV Maintenance and Support ("RFP") and the Proposal submitted by CONTRACTOR in response to same (the "Proposal" and, together with the RFP and this Agreement, collectively, the "Contract"), contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

27. SUCCESSORS AND ASSIGNS

This Contract is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 19, above.

28. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

29. CALIFORNIA LAW AND JURISDICTION

This Contract shall be governed by the laws of the State of California. Any litigation regarding or arising out of this Contract shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS

This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY

All signatories and parties to this Contract warrant and represent that they have the power and authority to enter into this Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Contract, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

32. SURVIVAL

All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

33. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in Sections 1 through 33 of this Agreement ("Numbered Sections") shall prevail over those in the Exhibits, other than Exhibits C, which shall control and prevail over the Numbered Sections and the Statement of Work. If the Statement of Work, Proposal, or quote(s) provided by CONTRACTOR incorporated into the Statement of Work or Proposal, include any standard printed terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the RFP, Numbered Sections, and Exhibits B and C hereto (collectively, the "COUNTY Terms"), on the one hand, and CONTRACTOR's Terms, on the other, the COUNTY Terms shall take precedence and control, followed by CONTRACTOR's Terms, if any.

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

[Signatures appear on the following page.]

DRAFT

Attachment E - Agreement for Equipment, Software, and Services of Independent Contractor
by and between the County of Santa Barbara and [insert Contractor/Vendor name]

Agreement for Services of Independent Contractor between the County of Santa Barbara and {ENTER
CONTRACTOR}.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of
the Parties ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer Clerk
of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
{ENTER DEPARTMENT NAME}

CONTRACTOR:
{ENTER NAME OF CONTRACTOR}

By: _____
Department Head

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:
Rachel Van Mullem,
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
Risk Management

by and between the County of Santa Barbara and [insert contractor name]

EXHIBIT A

STATEMENT OF WORK

[] shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. The Director of the County's ITD Department may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

[CONTRACTOR is a reseller of the [specify applicable portion(s) of the Solution] provided by [insert name of provider of resold component(s) of the Solution] ("Provider") as specified in this Statement of Work, and CONTRACTOR shall cause Provider to provide to County the [specify applicable portion(s) of the Solution], including, but not limited to, the [], in accordance with the provisions of this Agreement."]

[INSERT STATEMENT OF WORK; Include detailed description of all products, software, and services and unit prices for each.]

by and between the County of Santa Barbara and [insert contractor name]

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For the performance of all of CONTRACTOR's obligations under this Contract, CONTRACTOR shall be paid a total Contract amount, including cost reimbursements, not to exceed \$[_____].
- B. Payment for equipment, software, services and deliverables shall be made upon CONTRACTOR's satisfactory performance and delivery of such deliverables, based upon the scope and methodology set forth above in Exhibit A, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY's Information Technology Department an invoice for the services performed over the period specified. These invoices must clearly identify the work performed and must reference the County-assigned Contract Number. The Information Technology Department shall evaluate the quality of the services performed and the deliverables delivered and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

by and between the County of Santa Barbara and [insert contractor name]

EXHIBIT B

PAYMENT ARRANGEMENTS
Compensation Upon Completion

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ [xx].
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. Upon completion of the work detailed in EXHIBIT A and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

by and between the County of Santa Barbara and [insert contractor name]

EXHIBIT B

PAYMENT ARRANGEMENTS

Compensation upon Completion (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ xx.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Upon completion of the work detailed in EXHIBIT A and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of Attachment B1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

by and between the County of Santa Barbara and [insert contractor name]

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. **{ENTER PERIOD i.e., monthly, quarterly, annually}** CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

by and between the County of Santa Barbara and [insert contractor name]

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
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- C. **{ENTER PERIOD(i.e., monthly, quarterly, annually)}**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment B1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

by and between the County of Santa Barbara and [insert contractor name]

EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Milestones

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR’s satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount	Milestone Description	Maximum Amount Chargeable
xx	xx	xx

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in EXHIBIT A have been delivered and found to be satisfactory.

- D. COUNTY’s failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY’s right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

by and between the County of Santa Barbara and [insert contractor name]

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount OR Maximum Amount Chargeable	Milestone Description
xx	xx

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in EXHIBIT A have been delivered and found to be satisfactory.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

by and between the County of Santa Barbara and [insert contractor name]

EXHIBIT C

Indemnification and Insurance Requirements (For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic

by and between the County of Santa Barbara and [insert contractor name]

information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

by and between the County of Santa Barbara and [insert contractor name]

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Exhibits

See Exhibits 1, 2, 3, and 4 in Public Purchase; As-Built Drawings, Specifications, and Designs.

Attachment 2 to Exhibit A

Triton Proposal Submitted in Response to the RFP



COUNTY OF SANTA BARBARA

AV & MAINTENANCE SERVICES

RFP NUMBER: 3840002

**County of Santa Barbara
General Services, Procurement Services
260 N. Antonio Rd
Santa Barbara, CA 93110**

DUE DATE: MARCH 10, 2025, 2PM PST

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COVER LETTER

March 10, 2025

General Services, Procurement Services
260 N. Antonio Rd
Santa Barbara, CA 93110

To whom it may concern,

Thank you for the opportunity to provide you with a proposal response to your AV & Broadcast Maintenance Services project, RFP No 3840002.

Triton is qualified as a Managed Service Provider for this project as Triton has provided managed services to many other local government agencies in both Audio Visual, Broadcast and Production Systems. Triton has been in business since 2015 and most of our customers have been working with Triton since day one.

This RFP states that a TV/AV Systems Engineer to be onsite three days a week with an agreed upon optional daily-rate cost for any additional days. Triton is providing a proposal based on a 3-day work week.

One item not addressed in the RFP is how the County plans to purchase any consumables, equipment that may be required, or repaired with associated fees, which will come up in the day-to-day activity of providing maintenance services. The County should put aside a dollar amount that a PO can be issued against the winning contractor's contract. Without this mechanism in place, the County risks downtime when something needs to be purchased, replaced, or repaired. The County would issue a PO to the winning contractor, so the County is in complete control of what can be purchased, repaired, and replaced. This is so that the purchases, repairs, or replacements can be completed in a timely manner, reducing the potential for downtime.

Part of this cover letter includes the following information per SECTION IX. MANDATORY RESPONSE REQUIREMENTS, ITEM 1 COVER LETTER. All corporate information can be found in the footer below, with the exception that the primary contact for this RFP is Kristen Tetherton, whose email is Kristen@TritonTechnologySolutions.com. Kristen is the President of the corporation and has signing authority to bind the corporation in a contract with the County.

Thank you for your consideration of our proposal. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristen Tetherton".

Kristen Tetherton
President

EXECUTIVE SUMMARY















Triton Technology Solutions Inc is a full-service Broadcast, Production, and Audio-Visual System Integration company. We provide bespoke design, installation, commissioning and training services for Broadcast, Production and Audio-Visual Systems.

Triton has always provided System Maintenance and Support to their clients, but did not formalize the System Maintenance and Support business unit until 2018. Currently Triton provides these services to the following clients: County of Santa Barbara, City of Santa Barbara, County of Los Angeles (Triton is a sub-contractor of Pegasus Studios), City of Irvine, City of Costa Mesa, City of Escondido, City of La Quinta, City of Lompoc, City of Calabasas, and City of Laguna Niguel. For the County of Santa Barbara, we are currently providing System and Maintenance Support to not only the Board of Supervisors but also the Office of Emergency Management.

Triton is a licensed low voltage contractor and has been in business since February 26, 2010. Triton is a closely held C Corporation with Kristen Tetherton as the majority shareholder with Gus Allmann and Brian Rose as minority shareholders. Triton has never participated in an acquisition or merger.

Triton is located in San Juan Capistrano, CA and primarily serves the Southern California region, from Santa Maria, California south to San Diego County, and east to San Bernardino County. We have designed and installed projects out of state but that is rare as it usually for an existing client with facilities outside of California.

Licenses and Certifications

-  Triton holds a C7 Contractors License in the State of California. License # 951869
-  Triton is certified as a Woman Business Enterprise Certification #: WBE2404179
-  Triton is certified as a Small Business (Micro) Certification ID: 1409480
-  Triton is registered with the California Department of Industrial Relations, DIR # 1000002199 through 06/30/2027
-  Various certifications held by Triton's staff:
 -  OSHA 10 & 30, CPR, First Aid
 -  Crestron DMC-T-4K, DMC-D|4K, DMC-E-4K, DM-NVX, DM-NVX-N
 -  Audinate DANTE LEVELS 1, 2, & 3
 -  Biamp Tesira 101 Core Concepts Certification
 -  AVIXA CTS, & CTS-D
 -  Extron Certified Control Specialist and AV Associate
 -  Shure Microflex Advanced Training
 -  Synergetic Audio Concepts Course 200- Signal Chain Optimization
 -  Zoom Room University Certifications 1-8 Partner Technical Training

KEY PERSONNEL RESUME

Following is a list of everyone that will be responsible for this project, including their roles. Their resumes will follow this page.

The Key Personnel for this Project are:

- Kristen Tetherton, President
- Brian Rose, Chief Technology Officer
- Todd Thayer, Systems Engineer
- Jim Magee, Service and Support Manager
- Corey Lindabury, Project Coordinator

Our roles for this project are as follows:

Kristen Tetherton will serve as the Contract Administrator. Kristen will be responsible for the overall administration and management of the contract. This includes progress of on boarding and regular scheduling of meetings and service contract updates.

Brian Rose will be responsible for the overall management of the engineering team assigned to this project.

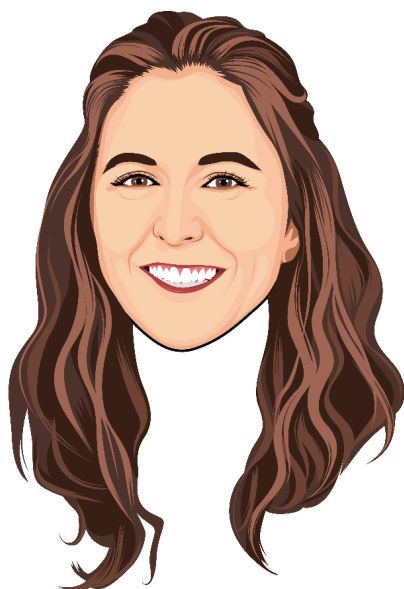
Todd Thayer will be the TV/AV Systems Engineer assigned to the County's facility and will be providing the daily maintenance and support of the system. Todd will be the County's main point of contact onsite. He will be responsible for producing daily, monthly, and quarterly service reports. Todd has a long history of design, construction, operation, and support of similar systems for live production, so he understands the nuances between pre-production, production, and post-production. He has extensive experience and knowledge of troubleshooting and maintenance of Broadcast and Audio-Visual systems including test and measurement procedures, control system analysis and troubleshooting as well as system, board and component level repair and maintenance – including Surface Mount Technologies (SMT.) His knowledge and experience ranges from baseband audio and video systems, to DANTE network audio, IP and network implementations including transport of audio, video, and control, to satellite, terrestrial, and IP streaming delivery services. Todd was the Executive Director of the not-for-profit PEG entity in Ventura, CA for 12 years and has provided strategic and technical planning services for PEG facilities for more than 20 years. Todd's certifications include DANTE Level 1,2 and 3, AVIXA CTS and CTS-D, Biamp Tesira 101, Extron AV Associate and control specialist and OSHA 10.

Jim Magee will be the secondary TV/AV Systems Engineer assigned to work at the County's facility when Todd is unable to or when two engineers are needed for support of the system. Additional engineering resources are available to backstop both Jim and Todd. Jim was the onsite TV/AV Systems Engineer at the County from July of 2024 through December 2024 until Todd was hired to assume the support position at the County.

Corey Lindabury will be the Project Coordinator that will provide administrative support to the entire team. Corey will help support repairs, RMA coordination,

KRISTEN TETHERTON

PRESIDENT



PROFESSIONAL SUMMARY:

With over 30 years of experience in the audio/visual industry, Kristen is an experienced professional who has a strong background in building and leading a successful systems integration business. Skilled in finance, sales, marketing, project management, and budget planning, she has a proven track record of implementing technologies and procedures that improve efficiency and operational performance. Recognized for hands-on leadership and commitment to the highest standards, she consistently delivers exceptional results for clients.

BIOGRAPHY:

Kristen Tetherton is the President of Triton Technology Solutions, which she founded in 2010.

Kristen Tetherton started her career in the broadcast and production industry in 1991 where she began in an entry-level customer service role at Ikegami Electronics and then Shoreline Video. Her ability to quickly learn complex information advanced her career, and within five years, she became a Sales Engineer at Shoreline.

PROFESSIONAL EXPERIENCE:

Triton Technology Solutions, Inc.

President

February 2010 - Present

Independent Sales Contractor

2008 - 2010

TV Magic, Inc.

Vice-President of Sales

2000 - 2008

Burst Communications

Sales Engineer

1997 - 2000

Shoreline LTD

Sales Engineer

1993 - 1997

When Shoreline closed in 1997, Kristen approached Burst Communications (headquartered in Denver) to open an office in Newport Beach, CA. At both Shoreline and Burst, she sold integration services and managed projects, including hiring freelance engineers to design, install and commission the systems. At Burst in particular, Kristen managed projects through the entire process, including closing the sale; coordinating the design between client and engineer; facilitating the ordering, purchasing, receiving and delivery of equipment to the project site; managing the technical team through installation, system testing and system training; and concluding with project close-out.

In 2002, Kristen became the VP of Sales at TV Magic, a systems integrator in San Diego, where she managed sales, sold system integration, and excelled in business development. After having her second daughter in 2008, she stepped back from management and became an independent contractor.

Kristen's entrepreneurial drive took hold, and soon Kristen decided to launch her own system integration business and Triton Technology was formed. Within a year, Kristen's future partners joined her in the new venture.

DISTINCTIONS:

Bachelors of Arts Mathematics, San Diego State University, "Women of Courage" Recipient, and Mother of two daughters.

BRIAN ROSE

CHIEF TECHNOLOGY OFFICER



PROFESSIONAL SUMMARY:

Dynamic and results-oriented Chief Technology Officer with over 13 years of experience in leading engineering teams and delivering innovative audiovisual and broadcast systems for corporate, government, higher education, and house of worship clients. Proven track record in sales, system design, installation, commissioning, and training. Committed to providing reliable and cost-effective solutions that drive client satisfaction and operational efficiency.

BIOGRAPHY:

Brian Rose is the Chief Technology Officer at Triton Technology Solutions, where he leads multidisciplinary teams in systems integration, service, and support for a range of broadcast and audiovisual projects. His expertise is central to Triton's mission to provide state-of-the-art solutions, enabling clients to achieve their goals through advanced broadcast, production, and content distribution facilities. Brian has been the lead design engineer and oversaw many projects for KSBR, Saddleback College Film & Television, City of Irvine, City of Costa Mesa, City of Escondido, City of Dana Point, City of Calabasas, City of Laguna Niguel, Word of Life Christian Center, County of Santa Barbara and County of Los Angeles. He directs both the integration and service and support of Triton's business and is involved in all facility expansions.

Brian's career in broadcast engineering began as Chief Engineer at Sierra Broadcasting in 1996, Brian quickly became a trusted leader, managing engineering operations across multiple stations and transmitter sites. He focused on ensuring smooth operations and regulatory compliance, which laid a solid foundation for the more advanced roles he'd take on in the industry. His dedication to maintaining high technical standards became a key part of his early career.

At IDT, Brian took on the role of Director of Engineering and Operations, where he elevated standards, earning the "Best Facilities" award from Radio Ink Magazine for studio design. This recognition propelled him into his next role as VP of Engineering & Operations for Liberty Broadcasting & WMET-AM, overseeing a nationally syndicated talk network and a 50KW AM station. By the time he joined TV Magic as a Project Engineer in 2008, Brian was well-versed in designing and maintaining sophisticated broadcast systems ensuring top-notch functionality and reliability. Throughout his career, Brian has consistently applied his expertise to help organizations deliver impactful, high-quality broadcasts.

PROFESSIONAL EXPERIENCE:

Triton Technology Solutions, Inc.

Chief Technology Officer

August 2024 - Present

Vice President of Engineering

2011 - August 2024

TV Magic

Project Engineer

2008 - 2011

111 Communications, LLC

Chief Operating Officer

2005 - 2007

Liberty Broadcasting & WMET-AM

VP, Engineering & Operations

2002 - 2005

IDT

Director, Engineering and Operations

2001 - 2003

Sierra Broadcasting

Chief Engineer

1996 - 2001

CERTIFICATIONS INCLUDE:

AVIXA CTS, Extron EAVA, Crestron DMC-E-4K, Lectrosonics Aspen, Chief Certified Partner, AMX ACE, Audinate DANTE Level II, Biamp Tesira BE2, and Zoom Room 1-8

TODD THAYER

SYSTEMS ENGINEER



PROFESSIONAL EXPERIENCE:

Triton Technology Solutions, Inc.

Systems Engineer

November 2024 - Present

Live Media Group / Coastal Media Group

Director of Network Operations

2014 - 2024

Community Access Partners of San Buenaventura

Executive Director

2003 - 2014

Liberty Livewire Interactive Services Group

Director of Engineering

2000 - 2002

NDTC-LA

Director of Production

1998 - 2000

PROFESSIONAL SUMMARY:

Todd has extensive experience in television production, including broadcast, transmission, streaming, system maintenance, and facility design. Todd quickly advanced to supervisory roles in his career and contributed to launching two broadcast stations in Southern California. Currently specializing in digital transmission, encoding, and streaming, Todd holds certifications in audio-visual technology, video systems, and project management. He combines technical expertise with leadership in design, installation, and programming.

BIOGRAPHY:

Born in Riverside, California, in 1963, Todd grew up in Southern California. A lifelong sci-fi fan and lover of the beach, Todd discovered his passion for solving technical challenges at an early age. Todd got his start at age 17 as an engineering gopher, diving headfirst into the world of broadcasting. Over the years, he worked up to leadership roles like Director of Engineering, Director of Production, and Executive Director. Along the way, he contributed to organizations such as KDOC-TV, KTIE-TV, and KSCI-TV, and signed on two TV stations in Southern California before he turned 23.

Building and rebuilding television facilities has become second nature to Todd—he's successfully worked on over 15 facilities throughout his career. Some of his proudest achievements include launching the TVG Horse Racing Network, supporting KSCI's live coverage of the Hong Kong handover, and constructing a state-of-the-art, \$1.8 million Community Media Center from the ground up.

Todd's expertise lies in understanding how to design and deploy technical systems that deliver seamless media experiences and his ability to understand a project's needs, anticipate challenges, and create innovative solutions.

For Todd, the most rewarding moments in his career have come from tackling unique and demanding projects, such as managing the Fast X red carpet premiere in Rome and the grand opening of Disneyland's Avengers Campus. These events were not only challenging but also gave him the chance to see his work come to life on a grand scale.

Todd is passionate about media literacy and localism and believes in using technology to connect people, share meaningful stories, and empower communities. He continues to push boundaries in the audio/visual industry, striving to improve his skills and contribute to the next wave of innovation in broadcast and media production.

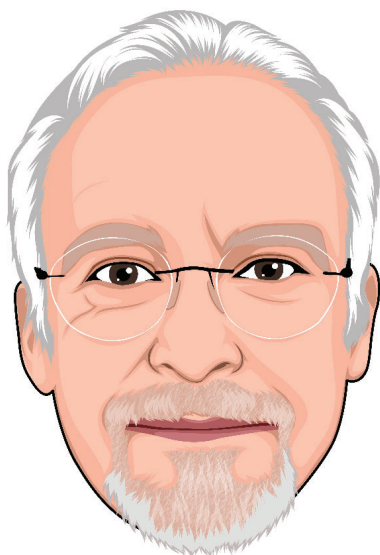
In Todd's own words, his career has been about "understanding the assignment, reading the room, and getting the job done right." It is this dedication and problem-solving mindset that has shaped his journey—and will continue to drive him forward.

CERTIFICATIONS INCLUDE:

DANTE Level 1, 2, and 3, AVIXA CTS and CTS-D, Biamp Tesira 101, Extron AV Associate and Control Specialist, OSHA 10

JAMES MAGEE

SERVICE AND SUPPORT MANAGER



PROFESSIONAL SUMMARY:

James "Jim" is a broadcast and engineering professional with extensive experience designing, managing, and maintaining technical facilities for television networks, production studios, and corporate clients. He has overseen 24/7 network operations, built infrastructure for remote productions, managed multi-million dollar projects, and led the development of newsroom software to streamline workflows. A skilled problem-solver, Jim has created custom software solutions to improve efficiency and has directed live newscasts, bringing deep expertise in broadcast workflows. His technical expertise and leadership make him a valuable asset to the media and broadcasting industry.

BIOGRAPHY:

Jim was born to work in this field as his mother was pregnant with him when she worked at a television station in the Midwest. Jim brings years of operational, engineering, service, and support experience from the broadcast and has tremendous troubleshooting and support experience that he can transfer to all system types. As technology has evolved so has Jim's knowledge and experience. While working for TBC Integration and TV Magic, he was placed on-site for 14 years at Trinity Broadcast (TBN) where he managed the outsourced engineering staff and supported the facility.

Jim's career allowed him to work for major industry manufacturers like Avid where he was a Program Manager for 7 years. At Avid he was responsible for the management of the development of their newsroom software. Jim also understands System Integration as he worked for three other system integrators. He has worked as engineer-in-charge for a couple shopping channels, working on the rapid construction of a temporary facility, and later the move into a new facility which served as a production house for both network and infomercial programming.

Jim worked for Tribune in Chicago, first at CLTV News, one of the largest regional news channels, where he coordinated their election coverage involving over a dozen live locations and later their coverage of the National Democratic Convention in 1996 which utilized multiple feeds both to and from the United Center back to their studios. He later served as project manager for the installation of infrastructure to support synergy between the Chicago Tribune, WGN-TV, WGN-AM, CLTV, and other Tribune properties.

He started on the production side of the industry, working at KSCI-TV (San Bernardino/Los Angeles) and KMIR-TV (Palm Springs) where he worked nearly all production positions, including directing.

He is on the Board of Friends of the Hortense Miller Garden in Laguna Beach, and is currently working on a documentary about Hortense Miller.

PROFESSIONAL EXPERIENCE:

Triton Technology Solutions, Inc.

Service and Support Manager

August 2023 - Present

TBC Integration

Senior Engineer

2012 - 2019

TV Magic

Senior Engineer

2006 - 2012

AVID Technology

Program Manager

1999 - 2006

WRNN-TV

Chief Engineer

1998 - 1999

Chicago Tribune

Project Engineer

1997 - 1998

TRITON TECHNOLOGY SOLUTIONS

32234 Paseo Adelanto, Suite E-1 | San Juan Capistrano, CA 92675

949.388.3919 | www.TritonTechnologySolutions.com

COREY LINDABURY

PROJECT COORDINATOR



PROFESSIONAL SUMMARY:

With over 25 years in film and television production, Corey has recently transitioned from education to the A/V integration industry. Corey has many years of studio operations, broadcast technology, and multimedia production. As a former Visual Arts Department Chair and longtime educator, Corey led curriculum development, technology integration, and student-driven productions while also working as a videographer, editor, and graphic designer. Now focused on the A/V system design and integration side of the industry, Corey applies his proficiency with digital tools and design to deliver high-quality multimedia solutions for Triton.

BIOGRAPHY:

Born in New Jersey, Corey has blended his passions seamlessly into his professional journey with careers in technology and education. With a Master of Arts in Film Studies from Chapman University and a strong foundation from Mercer County Community College,

From an early age, Corey's fascination with trains hinted at a future in engineering, but his love for film and television production steered him towards a different track. His educational pursuits and early jobs at CompUSA and Santa Margarita Catholic High School (SMCHS) laid the groundwork for his eventual tenure as the Visual Arts Department Chair at SMCHS.

PROFESSIONAL EXPERIENCE:

Triton Technology Solutions, Inc.

Project Coordinator
June 2024 - Present

Santa Margarita Catholic High School

Visual Arts Department Chair
2021 - 2024

Film / TV Production Teacher
1997 - 2024

Director of Eagle Television
2008 - 2017

Impact Motorsports Promotions

Co-Owner / Team Manager
2009 - Present

Freelance Multimedia Designer

1995 - Present

During his 28 years at SMCHS, Corey left a lasting mark. He led the way for establishing a cutting-edge HD broadcast studio and pioneered a comprehensive Film Production/Studies curriculum, positioning the school as a leader in media education nationwide. His dedication was honored with a 25-year Service Award, showcasing his enduring commitment to educational excellence.

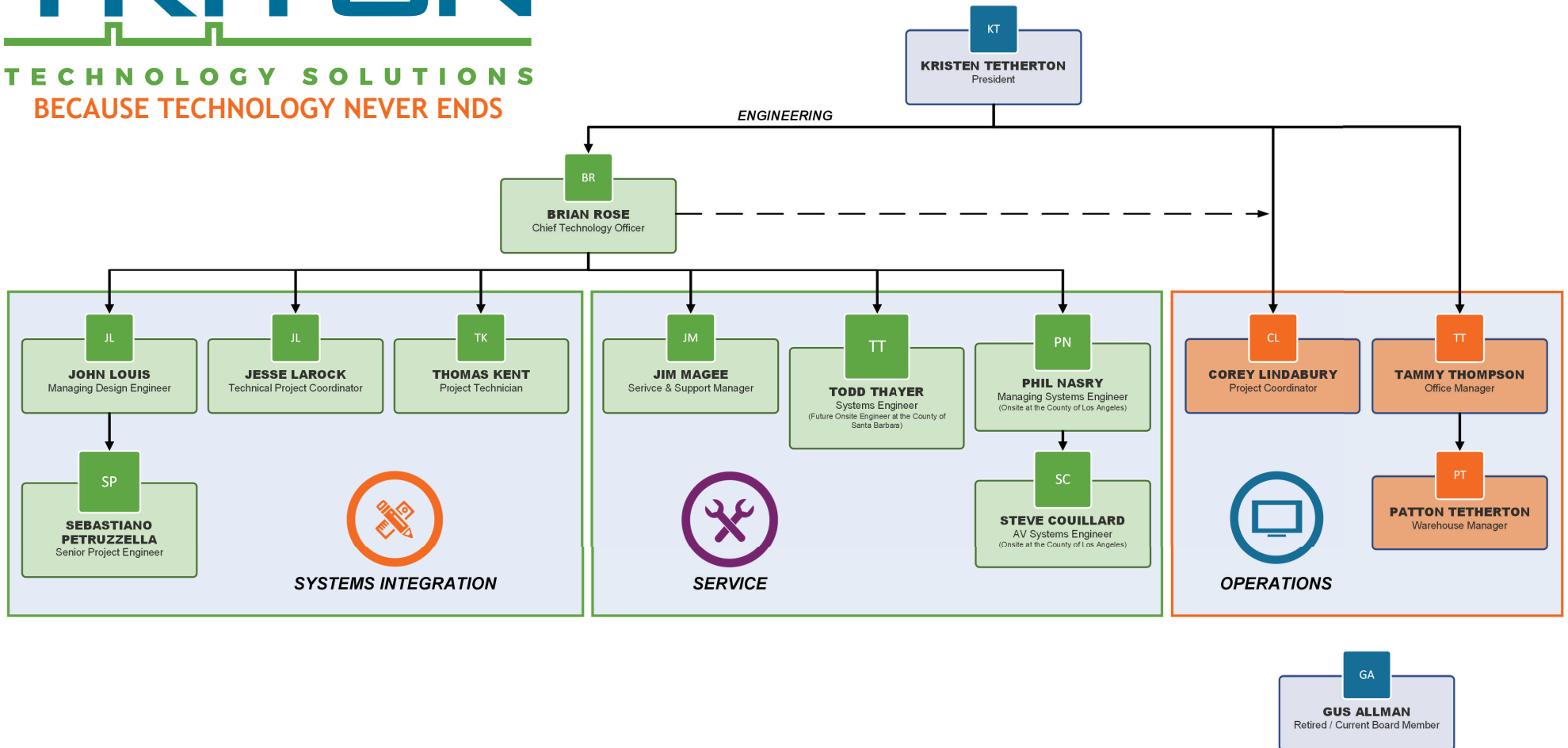
Transitioning from education to the corporate world, Corey now serves as a Project Coordinator at Triton Technology Solutions. His decision to join Triton was driven by his early experiences in AV technology and a desire to continue making impactful contributions in a new setting. Corey brings a wealth of skills to his role, including communication, organization, leadership, and technical proficiency in Microsoft Office 365 and the Adobe Creative Suite.

Outside of work, Corey finds joy in various hobbies like building LEGO sets, traveling to destinations like Italy and Spain, and indulging his passion for motorcycle racing. At home, he's accompanied by Coco, his beloved dog who adds warmth to his life.

Looking forward, Corey aims to enhance Triton's operational efficiency and plans to become a certified trainer.

TRITON TECHNOLOGY SOLUTIONS

ORGANIZATIONAL CHART












PROJECT OVERVIEW DISCUSSION

Triton understands what is required of this Managed Services project as Triton is currently supporting the County's Board of Supervisors' Meetings. Not only are we currently providing these services, but Triton understands the systems that have been installed as we were the company that designed every system that requires support and provided oversight to the contractor who did the installation and commissioning of the system. Our team has extensive operational and engineering experience with government meeting technical systems, and they make up the majority of what our company designs and supports.

The systems requiring support include the Board of Supervisors' Rooms in both Santa Barbara, and Santa Maria, the Planning Commission Room in Santa Barbara, the Control and MDF Room in Santa Barbara and the Rack Room in Santa Maria. While this connection between sites is provided by the County, it utilizes encoders and decoders that are part of the supported system. Our engineering teams will troubleshoot any video issues or hardware issues related to the transports but cannot troubleshoot the network connectivity.

Our current contract provides a systems maintenance engineer anywhere between one and three times a month. With this new MSP contract, we will be providing an engineer onsite three days a week and will be providing the following services:

-  We will provide pre-meeting support to both the County staff and the Pegasus team to go through all the systems to confirm that all systems are up and functional.
-  During the meeting we will provide technical and operational support to the County and Pegasus staff. This entails:
 -  Monitor and confirm all streaming and broadcast feeds are being sent out of the facility before and during the meetings.
 -  Monitor all inter and intra-facility signals in Santa Barbara and Santa Maria, including but not limited to feeds within the BOS or Planning Commission Rooms, feeds within the control and machine room, feeds to and from Santa Maria.
 -  Assist with testing all cameras, microphones, remote feeds from participants, graphics systems, video switching, and others. A checklist will be developed for each meeting type during the startup phase.
-  Post meeting we will provide a service report that outlines what happened operationally that day, which may include Systems Health & Status, Security Events, Ticketing Information and any Service Outages or Downtime. We will also provide root cause analysis as well as suggestions or requirements to remedy the issue if not already done.
-  As part of the service, we will use BlueFolder (<https://bluefolder.com/>) as our Help Desk & Support Ticketing System. The County and Pegasus Studios staff will have access to this system to open new tickets, see what tickets are open, and the status of the tickets as resolved or pending.
-  In the time available outside of any meetings occurring in the BOS rooms or the Planning Commission room, Triton will provide general maintenance and services on the systems including, but not limited to:
 -  Confirm proper video and audio signal path alignment & levels, as necessary.

- Initiate any repairs, updates, or corrections to the systems in coordination with the client. Equipment requiring repair will follow the procedures listed below.
- Calibrate camera settings including color, sync, black & white balance.
- Check pan/tilt stops on cameras.
- Monitor system generated alarms, warnings and notifications regarding system status or potential maintenance requirements.
- Monitor and maintain production and presentation data storage systems, including hard drives, SAN, or NAS systems.
- Monitor and maintain audio systems, including microphones, audio mixers & DSP.
- Monitor and maintain input/output functionality at I/O or BSP panels.
- Remove unnecessary video and audio patch cables or other cables.
- Develop and implement software and firmware update procedures and coordinate a deployment schedule with client as required and as time allows. This will be scheduled on non-meeting days unless it is an emergency to get a component up and running during a live meeting. This can be coordinated with the County's IT team if required.
- Provide a written report of services performed including any recommendations or items that need to be addressed.
- Cleaning equipment of dust including vacuuming of filters and equipment.
- Coordinate and facilitate equipment service / RMA execution to manufacturer or authorized service center.



Besides general maintenance services Triton will also provide:

- Equipment lifecycle assessment including predictive replacement
- Triton will ensure compliance with the County's security requirements. We do not anticipate any changes to the existing network infrastructure. If any changes are made, they will be done with the County's approval and coordination.
- Network engineering evaluation as related to broadcast and audio-visual systems.
- Warranty tracking for any new equipment purchased. The County will need to provide warranty information on their existing equipment.
- Budgetary quotes for any replacement equipment. When entire systems need to be replaced rough budgets can be provided but detailed budgets will require a design which is out the scope of services of this contract but can be purchased as a change order to this contract.
- PC system backups and imaging for PCs related directly to the production and presentation systems.
- Loading of custom programming code such as Extron, Crestron, AMX or other when existing control equipment hardware is replaced. This does not include the development of custom programming, which will be considered a separate project for which a scope of work and budget will be developed in coordination with the County. The County needs to provide the uncompiled code and all touch panel files.
- Quality Control Plan – Triton will develop a quality control plan which will outline an inventory and schedule for functional operation and signal verification via subjective monitoring and objective test and measurement of system deliverables including core systems (source devices, processors and interfaces, and destination devices), Production control room systems (control surfaces, displays, speakers) and public space monitoring (displays and speakers).
- Reporting including daily reports, monthly reports, and quarterly reports

■ In the event support is required when Triton is not onsite, we will respond with remote support within four hours of initial notification. Remote support is available via telephone and email. Additionally, Triton can provide remote support via network login at the County's discretion via ITD approved methods. If we are unable to resolve the issue remotely, Triton will schedule an engineer for onsite response within one business day. In the event an onsite visit is required that is outside the contract schedule, Triton will invoice the County at the agreed upon daily rate.

■ Triton will update current system documentation when equipment is replaced with "as-like" equipment or changes are made such as new IP address being used.

■ Inventory list of spares on hand and a suggest a list of spares the County should have available on site.

■ We will provide a list of SLAs the County needs to execute so that we have support on any mission critical equipment and software. Triton cannot be responsible for out of warranty hardware or unsupported software.

COUNTY'S ROLES AND RESPONSIBILITIES

The County's roles and responsibilities include:

- ▮ Identify all contacts and stakeholders with their roles in the County related to this MSP. Including who the main point of contact is that Triton reports to as well as other personnel including contractors with authority related to this MPS and its execution.
- ▮ Clearly communicate goals and objectives, IT security and other requirements, and expected service outcomes to the MSP.
- ▮ Ensure compliance with regulations and provide necessary documentation or access for audits.
- ▮ Provide necessary physical and electronic access and credentials for buildings, rooms within the buildings, workspaces, systems, networks, and software.
- ▮ Maintain equipment warranties and service level agreements.
- ▮ Provide inventory of hardware, software licenses, and cloud services managed by Triton. This would include IP and Mac addresses Triton needs to support.
- ▮ Provide Triton with all security requirements and the tools or software to execute them if not detailed in this document discretely.
- ▮ Report security events to Triton including any potential breaches, unauthorized access, or suspicious activity within the systems for which Triton is providing maintenance services.
- ▮ Use Triton's ticketing system, BlueFolder for incident reporting or provide other system.
- ▮ Engage in monthly or quarterly meetings to review performance, discuss improvements, and align with the County's IT strategy and business goals.
- ▮ Provide feedback for service improvement by sharing concerns, service issues, or enhancement requests to improve the relationship.
- ▮ Confirm back up policies and data retention needs.
- ▮ Identify essential applications.
- ▮ Update contacts, stakeholders as needed.
- ▮ Provide the ability to ship equipment and consumables directly to the County Building for delivery to Triton's TV/AV engineer.

WORK PHILOSOPHY


Our philosophy is focused on being very client centric. Everything we do is for our clients. Our ongoing client relationship is the most important thing to us besides delivering customized, state-of-the-art systems and services.


We are in perfect alignment with the County's values "One County, One Future" which represents the County's virtue of working together towards a shared future. This has been our philosophy since Triton's inception as it is in our Mission Statement and Values you can find below.


Kristen has been in this industry for over thirty-two years and in those thirty-two years, she has maintained relationships with the same clients during that entire time. They may have changed positions or retired but Kristen still has maintained those relationships. For example, Kristen has maintained a relationship with the County of Santa Barbara for over twenty-five years and the City of Santa Barbara longer than that. This philosophy comes from the top down at Triton because these relationships are key to our success. Relationships are at the top of the list for what is important in life. Nothing else matters.

Triton is successful because we maintain our relationships.

Key aspects of our approach include:

 **Expertise and Experience:** As a company, Triton has been in business for more than fifteen years, however, beyond that, each of us individually has decades of experience in Television, Radio, Broadcast, Production and Audio-Visual systems. We specialize in designing, building, operating, and supporting advanced broadcast, production, audio-visual, and content distribution systems across various sectors, including Broadcast TV & Radio, Sports & Live Events, Corporate, Public Education & Government, and more.





 **Client Success Commitment:** We understand how media is a vital part of your mission, and we prioritize standing behind our work to ensure project success, enabling clients to deliver exceptional performances consistently.




 **Technological Proficiency:** By staying abreast of technological advancements, we relieve our clients of the burden of keeping up with rapid changes, ensuring systems are tailored to specific needs.

This philosophy underscores our dedication to quality, reliability, and client satisfaction.








Mission

Our Mission is to turn a complex world of audio and video technology into simple solutions by:

-  Providing collaborative experiences with our clients
-  Partnering with clients as their technical experts or engineering arm
-  Providing the highest-quality services and deliverables
-  Always doing what is right for our clients

-  Serving the TV & Radio Broadcast, Production, Sports & Live Event, Corporate, House of Worship, Digital Media, Clinical/Medical, Education, and Government markets
-  Designing and executing our client's visions
-  Providing support during and after project completion

Values

-  We always follow through and do what we promise
-  We speak the truth even when it hurts
-  We do not compromise our integrity
-  We are hardworking and love unique projects
-  We enjoy working with each other, our clients, and vendors
-  We value our relationships
-  Our success comes from our clients' satisfaction

RFP NO. 3840002 AV & BROADCAST MAINTENANCE SERVICES

TIMELINE

County of Santa Barbara Timeline					DATE 3/10/2025			
TIMELINE					REVISION 1			
WBS Level	WBS	Task	Lead	Type of Meeting	Start	End	Work Days	Cal. Days
1	1	CONTRACT PHASE			Mon 3/10/25	Mon 4/07/25	21	29
2	1.1	Bid Due	TRITON & COSB		Mon 3/10/25	Mon 3/10/25	1	1
2	1.2	Signing of Contract			Mon 4/07/25	Mon 4/07/25	1	1
1	2	ONBOARDING PHASE			Mon 4/14/25	Fri 5/09/25	17	26
2	2.1	1st Planning and Onboarding Meetings	TT, JM, KT, BR, COSB	ONSITE	Mon 4/14/25	Fri 4/18/25	4	5
2	2.2	2nd Planning and Onboarding Meeting	TT, JM, COSB	ONSITE	Mon 5/05/25	Fri 5/09/25	4	5
1	3	ONSITE ENGINEERING SUPPORT			Mon 6/30/25	Sat 6/30/29	1036	1462
2	3.1	Triton onsite for support 3 days per week	TT		Mon 6/30/25		1	1

Attachment B – Mandatory Reply Form: References

R-1.	Company Name	CITY OF IRVINE
	Address	One Civic Center Plaza
	City / State / Zip	Irvine, CA 92623
	Contact Person / Title	Tom Macduff, Media Services Coordinator
	Phone	949-724-6216
	Date Services Began and Ended	August 2014 - current date
	Brief Description of Services	Irvine has been a client since 2014 and Triton has completed multiple design and build projects along with design and project oversight projects and currently maintenance and support. We have been providing maintenance support since 2018 and our current contract goes through June 30, 2025 which will be renewed.
R-2.	Company Name	City of Costa Mesa
	Address	77 Fair Drive
	City / State / Zip	Costa Mesa, CA 92626
	Contact Person / Title	Jeff Trujillo, Production Coordinator
	Phone	714-754-5171
	Date Services Began and Ended	April 2013 - current date
	Brief Description of Services	Costa Mesa has been a client since 2013 and Triton has completed multiple design and build projects along with design and project oversight projects and currently maintenance and support. We have been providing maintenance support since 2013 and our current contract goes through July 31, 2025 which will be renewed.
R-3.	Company Name	Pegasus Studios
	Address	5760 Lindero Canyon Rd. #1151
	City / State / Zip	Westlake Village, CA 91362
	Contact Person / Title	Robert Schwieger, President
	Phone	818-216-3939
	Date Services Began and Ended	12/1/23 thru 12/1/31
	Brief Description of Services	Pegasus holds the productions services contract with County of Los Angeles. Triton is a sub-contractor to Pegasus and provides two full time engineers onsite to support the broadcast, production and audio-visual systems. Triton works directly with Pegasus, the EO office, IRM and ISD.

QUALIFICATIONS

Triton is qualified for this MSP contract for the following reasons:





1. Triton designed all of the A/V systems that the County is currently using. This includes the audio-visual, production, and broadcast systems. Because we have designed these systems, we understand how they integrate with each other. Other contractors will not understand the systems as well as we do.
2. Triton provided project oversight to the contractor who installed the systems. We made sure that the contractor installed them to the specifications and design. We punched the system out with the contractor to validate that the systems were functioning per the design and specifications.
3. We currently provide a TV/AV engineer onsite to support the COSB meetings. We have been doing this since July 2024. We understand what is required of the maintenance and services the County system requires, not only because we are already on site but also because we designed the systems.
4. We understand the systems installed intimately as we designed them, but we also have designed, built, and supported similar systems at the City of Irvine, City of Santa Barbara, City of Costa Mesa, City of La Quinta, City of Laguna Niguel, and many others.
5. Triton's engineers already support these systems at other facilities and have done it for years.
6. Understanding Broadcast, Production and Audio-Visual Systems is a unique qualification as many of Triton's competitors only understand one of the other disciplines and not all three. Also understanding live production is a unique skill as Brian, Todd, and Jim have all supported live productions throughout their engineering careers.
7. We currently provide a similar service to the County of Los Angeles through Pegasus Studios and have implemented the BlueFolder ticketing system to manage reporting and documentation for SOP's, and a Quality Control Plan. We know what the County of Santa Barbara requires because of providing similar services to the County of Los Angeles for over a year.
8. The engineer assigned to this contract will be Todd Thayer and he holds both the AVIXA CTS-D and CTS certification which is a Certified Technology Specialist and Certified Technology Specialist Design. AVIXA is a trade organization that is the Audiovisual and Integrated Experience Association and represents the professional audiovisual industry. He also holds certification from Extron as an AV Associate and Control Specialist. Other certifications include Biamp Tesira 101 Core Concepts, DANTE Level 1, 2 & 3, UCU Coursera Certificate in Managing Project Risks, and Changes, Initiating and Planning Projects, Budget, and Scheduling Projects. Todd also has extensive experience in installing and supporting the suite of Ross

products, including the Ross Carbonite Switcher, XPression Character Generator, Ultix Router, Dashboad Custom Software Controls, OpenGear Frames and Cards, Master Sync Generator. He has extensive knowledge and experience supporting the technical systems that make up the BOS, Planning, and Santa Maria Hearing Rooms along with the Santa Barbara and Santa Maria control rooms and the MDF room. These systems include Panasonic PTZ cameras, Biamp DSP's, Extron Control panels and Hardware, KVM's, UPS's, Patch Panels, AV over IP systems, Fiber Transport Systems, SAP, Closed Captioning, Assistive Listening, AV Control, Digital Production Mixers, Scalars and Up/Down and Cross Conversion, Intercom systems, Translation, and Uplink/Downlink Satellite Transmision.

Triton relies on two sub-contractors. One, Mark Casselman is a software programmer that provides custom software programming for control system like the Extron the County utilizes. The second is Elite-AV. Elite-AV provides installation services when large-scale facility systems installations are required. For this contract Triton does not envision the need for either of these entities unless a specific project is deemed necessary

PRICING

Triton is providing pricing per the RFP that includes a One Year Contract Base Term with a 2-Year Optional Extension and a Three-Year Contract Base Term with a 1 Year Optional Extension. A few things to note regarding both of these contract terms:

-  Triton is not only providing a dedicated service engineer to support either contract, but Triton has a 2nd engineer that will be available when a 2nd engineer is required for maintenance, especially when troubleshooting issues across multiple rooms that require one engineer in one space but a 2nd engineer in another space.
-  Triton will provide remote support to the County, its staff, and its contracted staff when Triton is not onsite.
-  The County has access to all resources within Triton for the life of the contract.
-  With the two contract terms below the County will see a 37% savings from Triton's current contract with being on site 32 times versus 468 times with the Three Total Years contract and an additional 11% savings contract being onsite 32 times versus 624 times with the Four Total Years Contract.

The pricing is as follows:

CONTRACT BASE TERM	BASE COST	ON BOARDING COSTS	CONTRACT EXTENSION	EXTENSION COSTS	TOTAL YEARS	TOTAL COST
One Year (Probationary) Term	\$340,000.00	\$51,000.00	2 YEARS OPTIONAL	\$728,000.00	3 YEARS	\$1,119,000.00
Three (3) Year Term	\$930,000.00	\$51,000.00	ADDITIONAL 1 YEAR EXTENSION	\$342,000.00	4 YEARS	\$1,323,000.00

The On Boarding costs is based on 80 hours of onboarding meetings. Triton feels this is maybe excessive as Triton is already providing support to the BOS meetings. If the County reduces this to 40 hours, they will see a savings of \$14,000.00. The On Boarding costs include other start-up costs besides the onboarding including tools, software subscriptions and other items that will be dedicated to being onsite at the County.

PAYMENT TERMS

Payment terms for this project are as follows:

ON BOARDING COSTS: 1/3 of the boarding costs will be billed monthly with payment due in Net 30 days on April 1, 2025, May 1, 2025 and June 1, 2025.

CONTRACT BASE COSTS: The contract base cost will be divided by either 12 months for the One Year Probationary Term or 36 months for the Three-Year term with the first invoice going out on July 1, 2025, with payment due in Net 30 days. All remaining invoices will be billed at the first of each month with payment due in Net 30 days.

CONTRACT EXTENSION COSTS: The contract extension costs will be divided either by 24 months for the One Year Probationary Term Contract or 12 Months for the Three-Year Term contract. The first contract extension invoice will be billed on the first of the month following the last invoice of the Contract Base Term with the invoice payment due in Net 30 days.

RATES

For any services outside of this contract, the following rates will apply, including the day rate to have the onsite engineer to be available for additional days. Since this contract is a multiple-year contract starting year two these rates will increase by 5%. These rates are based on working within normal business hours and days. After hours and weekend rates will follow California overtime laws.

EMPLOYEE	OFF SITE HOURLY RATE	ON SITE DAILY RATE
TV AV Systems Engineer – 1 Year Probationary Term Contract Plus 2 Year Extension – Additional Days outside of 3 days per week.	N/A	\$2,500.00
TV AV Systems Engineer – 3 Year Term Contract Plus 1 Year Extension – Additional Days outside of 3 days per week.	N/A	\$2,200.00
Design Engineer	\$175.00	\$2,800.00
Project Engineer or Technician	\$150.00	\$2,800.00
Project Manager	\$160.00	\$2,800.00
Network / Security Engineer	\$285.00	N/A
Software Programmer	\$170.00	\$2,250.00
Install Supervisor (Prevailing wage rate)	\$140.00	\$1,950.00
Installer (Prevailing wage rate)	\$130.00	\$1,750.00
Phone, Email or Remote Login Support	\$150.00	N/A
General Administration	\$70.00	N/A

PROJECT ASSUMPTIONS AND EXCLUSIONS






-  It is the County's responsibility to provide the network security design, and/or Active Directory Authentication to any network devices as part of the system.
-  Scaffolding or lifts are not included in the pricing, as it is assumed all aspects of service and support can be completed using 10' ladders.
-  It is the County's responsibility to warrant the security of any and all information provided for data and or network security provided for this project. For more information, Triton's Data and Network Security Liability Disclosure are available upon request.
-  This MSP does not include any new or re-design of systems.
-  Triton does not provide bench tech services where we repair circuit boards or components within devices. Equipment requiring the replacement of fans and filters, including some boards, can be carried out by Triton.

EXHIBIT B**PAYMENT ARRANGEMENTS**
Periodic Compensation

- A. For the performance of all of CONTRACTOR's obligations under this Contract, CONTRACTOR shall be paid a maximum aggregate Contract amount, including cost reimbursements, not to exceed **\$947,970** ("Maximum Contract Amount") in accordance with the following table:

Base Contract Amount (for the performance of all of CONTRACTOR's obligations hereunder, as set forth in Exhibit A, above, for the period of July 1, 2025, through June 30, 2028.	\$663,300
Maximum Aggregate Supplemental Services Amount	\$37,350
Option Term Amount (July 1, 2028, through June 30, 2029)	\$247,320
Maximum Aggregate Contract Amount	\$947,970

- B. Payment for the Services shall be made upon CONTRACTOR's satisfactory performance and delivery of such Services and deliverables, based upon the scope and methodology set forth above in Exhibit A, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY's Information Technology Department an invoice for the Services performed over the preceding month. Each invoice must clearly identify the work performed and must reference the County-assigned Contract Number for this Agreement. The Information Technology Department shall evaluate the quality of the Services performed and the deliverables delivered and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic

information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.