

## 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 NEC Corporation of America with an address at The Towers at Williams Square, 5205 N. O'Connor Blvd, Suite 400, Irving, TX 75039 ("CONTRACTOR" or "NECAM") and together with COUNTY, collectively, the "Parties" and each a "Party").

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of 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

Rodrick Bolden at phone number (805) 681-5581 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Patricia Brierley at phone number 408-844-1144 is the authorized representative for CONTRACTOR. Changes to a Party's designated representative 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 Agreement (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: Rodrick Bolden, Network & Communications Manager, 4568 Calle Real, Bldg. C, Santa Barbara, CA 93110-1306, (805) 681-5581

To CONTRACTOR: NEC Corporation of America Legal Division/Contracts Administration The Towers at Williams Square, 5205 N. O'Connor Blvd, Suite 400, Irving, TX 75039

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices 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

CONTRACTOR shall provide to COUNTY the services (the "Services") set out in the Statement of Work attached hereto as Exhibits A and incorporated herein by reference ("Statement of Work"). No work orders or change orders hereunder shall be effective or deemed accepted and incorporated into this Agreement unless signed by each Party's duly authorized designated representative and, if signed other than by the Chair of the COUNTY Board of Supervisors, only to the extent that such COUNTY representative has been expressly delegated such authority by the COUNTY Board of Supervisors ("Board") concurrently with the Board's approval of this Agreement.

#### 4. TERM

The term of this Agreement (“Term”) shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services, but no later than July 1, 2025 unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement. This Agreement shall be renewable for up to two additional one-year terms at COUNTY’s option, which shall be evidenced by the COUNTY giving sixty (60) days written notice of intent to renew. Upon County exercising its option, the Term shall be revised as follows:

Option 1: Upon COUNTY’s exercise of Option 1, the TERM shall commence on July 1, 2024 and end June 30, 2026, unless otherwise directed by COUNTY or unless earlier terminated;

Option 2: Upon COUNTY’s exercise of Option 2, the TERM shall commence on July 1, 2024 and end June 30, 2027, unless otherwise directed by COUNTY or unless earlier terminated.

#### 5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR’s services, CONTRACTOR shall be paid for performance of the Services under this Agreement 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 Agreement 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 Agreement 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.

#### 7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such 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, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, 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 any errors or omissions in the performance of the Services, at COUNTY’S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR’s sole cost and expense, at 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 Agreement. CONTRACTOR represents that 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 represents to COUNTY that none of it or its employees or principals are knowingly 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. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, 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.

## 10. 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 the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, 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.

## 11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement 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, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A or in the paragraph below, 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 Agreement (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 Agreement 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. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

The County acknowledges that the products provided by CONTRACTOR hereunder are commercial in nature and all intellectual property rights for those products are owned exclusively by CONTRACTOR or its licensors, notwithstanding any other provision of this Agreement to the contrary, all pre-existing practices, procedures, materials, development tools and reusable components, including, but not limited to the CONTRACTOR's or its vendors' library of generic, reusable software code, procedures, manuals and business practices as well as any modification or extension of them are and remain the sole property of the CONTRACTOR and the County will have no interest in or claim to them except to the limited extent that may be necessary to exercise its rights under this Agreement. Pre-existing practices, procedures, materials, development tools and reusable components include any routines, libraries, tools, methodologies, processes or technologies created, adapted or used by the CONTRACTOR in its business generally, including generic, reusable software code components and related documentation which contain the basic components of CONTRACTOR's software architecture and which are used in most software projects delivered by the CONTRACTOR plus all associated intellectual property rights. In addition, notwithstanding any provision of this Agreement to the contrary, CONTRACTOR is free to use any ideas, concepts or know-how developed or acquired by CONTRACTOR during the performance under this Agreement, to the extent obtained and retained by CONTRACTOR's personnel as impressions and general learning.

To the extent that the products or services provided hereunder contain, embody or are based on, patented or patentable inventions, trade secrets, copyrights and other intellectual property rights owned or controlled by CONTRACTOR or the applicable manufacturer, CONTRACTOR, or the manufacturer, respectively shall continue to be the sole owner of all intellectual property rights in such products and services.

## 12. 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.

## 13. 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, or generated by or on behalf of COUNTY in connection with this Agreement ("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 Agreement. 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.

#### 14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement 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 Agreement. 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, if this Agreement 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 Agreement (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 Agreement, 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.

#### 15. 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.

#### 16. 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 Agreement 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.

#### 17. NONEXCLUSIVE AGREEMENT

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

#### 18. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 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.

#### 19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement 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 Agreement 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 Agreement, 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 Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (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 Agreement, 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 Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed 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.

20. LIMITATION OF LIABILITY. EXCEPT FOR INDEMNITY OBLIGATIONS UNDER EXHIBIT C BELOW; OR AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR FOR EITHER PARTY'S LIABILITIES ARISING FROM USE OF INTELLECTUAL PROPERTY BEYOND THE SCOPE PERMITTED BY THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES EXCEEDING THE FEES PAID OR OWED TO THE OTHER PARTY HEREUNDER; AND NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE), ARISING OUT OF THIS AGREEMENT, (INCLUDING ANY DAMAGES ARISING UNDER ANY CLAIM OR NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY), EVEN IF THE PARTY INCURRING SUCH DAMAGES HAS ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

#### 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 Agreement 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 Agreement 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 Agreement 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, 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 Agreement 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 Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## 27. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, 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 Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents 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 Agreement 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 Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement, 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 Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

## 33. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the provisions contained in the numbered Sections 1 through 33 of this Agreement and the provisions contained in the Exhibits attached hereto, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits, other than Exhibit C, which shall control and prevail over all other provisions of this Agreement. If any Statement of Work, work order, change order, or quotes provided by CONTRACTOR incorporated therein, 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 numbered Sections 1 through 33 of this Agreement and Exhibits B and C hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders or change orders duly executed by COUNTY hereunder, and then (ii) CONTRACTOR's Terms, if any.



**Agreement for Services of Independent Contractor by and between  
the County of Santa Barbara and NEC Corporation of America**

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: *Shirley Maguerra*  
Deputy Clerk

By: *S. Jarama*  
Chair, Board of Supervisors

Date: 6-25-24

**RECOMMENDED FOR APPROVAL:**

Chris Chirgwin, CIO  
Information Technology

**CONTRACTOR:**

NEC Corporation of America

DocuSigned by:  
By: *Chris Chirgwin*  
D97209A7A68A4A0  
Department Head

DocuSigned by:  
By: *Marc Hebner*  
EAB569C467064EC  
Authorized Representative

Name: Marc Hebner  
Title: SVP - ETU

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
By: *Lauren Wideman*  
8F464D822C84458  
Deputy County Counsel

DocuSigned by:  
By: *J. Schaffer*  
6BAAEA15001843F...  
Deputy

**APPROVED AS TO FORM:**

Risk Management

DocuSigned by:  
By: *Greg Milligan*  
06F555F00269466...

## EXHIBIT A

### STATEMENT OF WORK

This Statement of Work (hereafter SOW) is made by and between the COUNTY and CONTRACTOR to provide the services specified herein.

#### **Overall Scope of Work Task**

- The on-site team responds to the County's ServiceNow trouble ticket system and to be dispatched by the County representative to support the end users across all the departments. The NECAM team resolves and takes corrective action by making changes and/or adjustments as required for resolution.
- Troubleshooting of NECAM equipment and/or Telco circuits at the County's locations.
- Work with management or project management on coordination of logistics for large move/add/change services.
- Assist in providing innovative solutions to existing County topology.
- Perform basic VOIP network readiness assessments using appropriate software and equipment.
- Perform administrative duties and completing appropriate paperwork and documentation according to TSR details including management of the cabling contractor of choice for the County.

#### **Schedule and ability to complete the project within the County's recommended time-frame**

- On-site support is 8x5 (Monday through Friday, excluding holidays observed by NECAM. Workday is 8AM to 5PM Pacific Time.
- SLA is next business day following the request for routine maintenance service. NECAM will exercise all reasonable efforts to respond to incidents of Major System Failure within four hours.
- An on-call schedule will rotate between the three on-site technicians to provide 24-hour response to emergencies.
- Remote monitoring will provide alerts and notifications of system outages and alarms

**Romell Matthews, Christopher Schaylo, Rich Lee, Patricia Brierley** 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.

#### **Maintenance and Support Services**

CONTRACTOR shall provide the following Maintenance Support Services ("SERVICES") as set forth in the services descriptions below. The pricing for SERVICES purchased by COUNTY are listed in Exhibit B.

1 DEFINITIONS

- 1.1 Principal Period of Maintenance ("PPM") - The days and hours of the days when service is delivered to COUNTY.
- 1.2 Service Level Agreement ("SLA") - The cumulative time (Response Time) in which CONTRACTOR will make commercially reasonable efforts to respond to COUNTY's reported maintenance incident.
- 1.3 Response Time – Response Time is measured according to the PPM. If PPM is less than 24 hours per day, 7 days a week, then Response Time is measured within that PPM. Response Time begins upon CONTRACTOR's receipt of maintenance service request from COUNTY, verification of problem found, and dispatch or initiation of remote labor required to affect repairs.
- 1.4 Major System Failure - A general inability of the PBX system to receive incoming or originate outgoing calls, or a majority of either the central office trunks or tie trunks are inoperable, or more than twenty-five percent {25%} of either the stations or terminals are inoperable.
- 1.5 Time and Materials (T&M) Rates - In the absence of a contractual agreement, except under contract negotiations during the renewal of an existing agreement, T&M is the prevailing local dispatch labor rate, plus list price of materials required to affect repairs. Onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.
- 1.6 Covered Components - Covered Components are the hardware and/or software identified in Exhibit B under Tables 1 through 5.
- 1.7 Incident Management - The process of managing the lifecycle of unplanned interruption to service or service alarms detected through the process of remote monitoring of **COVERED COMPONENTS.**
- 1.8 Incident Prioritization - Service requests and service alarms will be prioritized in order to determine severity and response time. These incidents will be categorized in one of the four priorities below, based on the impact to the COUNTY's business

Priority 1: System is down or there is a critical impact to the COUNTY's business

operations.

Priority 2: Operation of System is severely degraded, or significant aspects of the COUNTY's business operation are being negatively impacted by unacceptable System performance.

Priority 3: Operational performance of the System is impaired while most business operations remain functional.

Priority 4: COUNTY requires information or assistance regarding CONTRACTOR Product capabilities, or configuration capabilities. There is clearly little or no impact to the COUNTY's business operation. MAC - (Moves Adds Changes Deletes) Changes that are requested by the COUNTY to modify the functionality of the Covered Component.

- 1.9 SNMP - Simple Network Management Protocol (SNMP) is an "Internet-standard protocol for managing devices on IP networks". Devices that typically support SNMP include PBX's, routers, switches, servers, workstations, printers, modem racks, and more. It is used mostly in network management systems to monitor network-attached devices for conditions that warrant administrative attention.

## 2 PERFORMANCE OF SERVICES

CONTRACTOR shall provide the SERVICES in this Statement of Work for the applicable hardware and software components ("COVERED COMPONENTS") defined in the Covered Components List (Exhibit B Tables 1 through 5). CONTRACTOR reserves the right to change the SERVICES from time to time, and COUNTY will be notified of any material changes or updates to the SERVICES which may affect COUNTY. Both the County and CONTRACTOR shall agree in writing to any changes in scope or standard of SERVICES listed in Section 3 - Services Description. CONTRACTOR may use a subcontractor with the COUNTY'S consent to provide the SERVICES, including, without limitation, any CONTRACTOR parent company, subsidiary, or affiliate.

## 3 SERVICE DESCRIPTIONS

### 3.1 Certified Parts Replacement:

Certified Parts Replacement provides extended parts coverage for faulty or defective parts. If any covered part listed in Exhibit B Tables 1 through 5). - Covered Components List and Pricing is found to be defective under normal usage, COUNTY will be entitled to a full replacement of the covered part. CONTRACTOR shall, during the contract period, furnish all parts necessary to maintain the

System in good working order. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of CONTRACTOR.

- 1) An Advance Replacement will ship the same day to arrive the next business day, provided both the COUNTY call to CONTRACTOR for notification and CONTRACTOR's diagnosis and determination of the failed COVERED COMPONENT has been made before 3:00 p.m., local time, Monday through Friday (excluding CONTRACTOR-observed holidays). For requests after 3:00 p.m., local time, the Advance Replacement will ship the next business day. Next day delivery is subject to parts availability.
- 2) Advance Replacements will be shipped using CONTRACTOR's preferred carrier, freight prepaid by CONTRACTOR.
- 3) COUNTY has thirty (30) days to return the failed COVERED COMPONENT to CONTRACTOR. If COUNTY fails to return the failed COVERED COMPONENT to CONTRACTOR within thirty (30) days, COUNTY will be billed for the replacement cost of the COVERED COMPONENT. COUNTY agrees to pay the replacement cost of the COVERED COMPONENT, plus any shipping charges, if COUNTY does not return the original part(s) within thirty (30) days.

### 3.2 Software Assurance:

Software Assurance is CONTRACTOR's software subscription and support program that provides access to future software versions and scheduled upgrades. Both software upgrades and limited support is included.

With Software Assurance, COUNTY is entitled to bug fixes, service packs, and new major and minor version upgrades for COVERED COMPONENTS at no additional cost. CONTRACTOR will provide notice of such bug fixes, service packs, and upgrades as they become available.

COUNTY will be provided with access to CONTRACTOR technical experts through CONTRACTOR's Technical Support Center who can

help ensure COUNTY\$ current software for COVERED COMPONENTS includes all the latest features and bug fixes. COUNTY will also be granted access to the Software Assurance collaboration site and technical knowledgebase.

CONTRACTOR will make all software upgrades available, including any necessary licensing, from CONTRACTOR's licensing server. CONTRACTOR's onsite support team will be responsible for obtaining these upgrades, software patches, and bug fixes for COUNTY as they become available.

COUNTY is responsible for coordinating software upgrades from CONTRACTOR as new software becomes available and is also responsible for any costs associated with installing patches, service packs, and/or new major and minor version upgrades. This Service does not provide coverage for any labor or materials.

Certified Basic Remote Monitoring:

Certified Basic Remote Monitoring provides remote monitoring of CONTRACTOR voice network components. CONTRACTOR's fully automated monitoring system will immediately notify COUNTY of critical component alarms in order to help identify and isolate failures.

CONTRACTOR will provide COUNTY with 24x7 remote monitoring of SNMP enables voice components and critical voice network functions in order to identify component and voice related network issues. Basic Remote Monitoring service provides alarm notifications along with the following:

- Event Monitoring: Selected elements of COVERED COMPONENTS will be proactively monitored for system events 24 hours per day, 365 days per year. When an event is detected, notifications are provided according to the appropriate escalation procedures established with COUNTY.
- Availability Monitoring: Selected elements of COVERED COMPONENTS will be proactively monitored for availability 24 hours per day, 365 days per year. If applicable, availability indicators will be collected from COVERED COMPONENTS. When an incident is detected, notifications

are provided according to the appropriate escalation procedures established with COUNTY.

- Performance Monitoring: Selected elements of COVERED COMPONENTS will be proactively monitored for performance 24 hours per day, 365 days per year. Performance indicators will be collected from COVERED COMPONENTS. When an incident is detected, notifications are provided according to the appropriate escalation procedures established with COUNTY.
- Web Portal: CONTRACTOR will provide COUNTY with an online portal in which COUNTY may review incidents, metrics and certain reports for monitored or COVERED COMPONENTS.

Certified Basic Remote Monitoring provides COUNTY notification of detected component alarms. This service does not provide Incident Management of the detected component alarms. COUNTY is responsible for further troubleshooting detected component alarms unless Certified Advanced Monitoring is purchased. This Service does not provide coverage for any additional labor unless Certified Remote Support, Certified Onsite Repair or Certified On-Premise Services is purchased.

### 3.3 Certified Advanced Remote Monitoring:

Certified Advanced Remote Monitoring includes all of the services provided with Certified Basic Remote Monitoring along with the following services:

- Incident Management: CONTRACTOR will detect, isolate, and correct faults encountered in the COVERED COMPONENTS. Incident Management includes tracking and troubleshooting of incidents to resolution. Event Monitoring PPM is 24x7 and Incident Management PPM is 8x5, unless Premium Service Level is selected in section 2, Maintenance Support Services Service Levels then Incident Management PPM is 24X7.
- Performance and Availability Management: In addition to monitoring key metrics related to availability and performance of COVERED COMPONENTS, CONTRACTOR

will make periodic recommendations regarding enhancement of COUNTY's environment based on the information gathered via monitoring.

- Problem Management: CONTRACTOR will track incident trends to determine root causes of recurring events so that the underlying problem can be resolved.
- Environmental Monitoring: Monitoring of environmental conditions through contact sensors. CONTRACTOR will monitor conditions such as temperature, water, humidity or any condition from devices that signal fault conditions using contact closures or a TTL logic signal. COUNTY is responsible for providing or purchasing from CONTRACTOR, all contact sensors and contact closures.

Certified Advanced Remote Monitoring provides COUNTY notification of the detected component alarms and also provides Incident Management of the detected component alarms. CONTRACTOR will be responsible for further troubleshooting and resolving the component alarms. This Service is not applicable unless Certified Remote Support, Certified Onsite Repair or Certified On-Premise Services is purchased.

#### 3.4 Certified On-Premise Services

Certified On-Premise Services provides a dedicated CONTRACTOR service technician placed on COUNTY premise to manage and maintain COUNTY's PBX platform and peripherals. CONTRACTOR shall, during the contract period, furnish all labor necessary to maintain the COVERED COMPONENTS in good working order, or provide such other coverage as specified in this Statement of Work.

PPM is 8x5 (Monday through Friday, excluding CONTRACTOR-observed holidays, from 8 AM to 5 PM COUNTY local time zone unless otherwise authorized by CONTRACTOR management). Services include a maximum of forty (40) hours per week of onsite labor provided by an assigned service technician. The assigned service technician is to be allowed up to five (5) sick days per annum without backfill, credit, or refund of any payments made. CONTRACTOR will provide a report to the County on the



15th day of each month showing sick time used and available for each of the on-site technicians ("Sick Time Report"). This section will be not valid, if the Contractor fails to provide monthly reports for any two-periods in a contract year.

Repair services must be prioritized as primary responsibility. Any hours expended above and beyond forty (40) hours per week will be billed at the hourly T&M rates listed in Exhibit B Tables 1 through 5). Hours not expended upon the expiration of this Statement of Work will not be carried over or credited.

Certified On-Premise Services does not provide parts coverage for faulty or defective parts unless Certified Parts Replacement is also purchased.

#### 4 MAINTENANCE SUPPORT SERVICES SERVICE LEVELS

CONTRACTOR shall provide only the SERVICES as specified in this Statement of Work. Performance metrics associated with the SERVICES are specified below. The SERVICES and Service Levels described in this Statement of Work are applicable only to the applications and components listed in Exhibit B Tables 1 through 5) Covered Components List.

- Standard Service Level:  
PPM is 8x5 (Monday through Friday, excluding holidays observed by CONTRACTOR, from 8 AM to 5 PM COUNTY local time zone).  
SLA is next business day following the request for routine maintenance service. However, CONTRACTOR will exercise all commercially reasonable efforts to respond to incidents of Major System Failure within four (4) hours, as requested.

#### 5 NON-COVERED SERVICES

CONTRACTOR will attempt to respond promptly to all requests for service. If service is required outside CONTRACTOR's normal service hours, labor for such non-covered service calls will be chargeable to COUNTY in accordance with CONTRACTOR's hourly labor rates listed in Exhibit B Table 6 and onsite hours require a four (4) hour minimum charge after normal business per request, plus travel charges. Any service specifically requested by COUNTY outside standard PPM is billable at the after-hours or Holiday time and materials rates listed in Exhibit B Table 6, respectively, according to holidays observed by CONTRACTOR, and on-site hours require a four (4)-hour minimum per

request, plus travel charges. After hours service calls are billed at one and one-half times the T&M rate, and services calls on CONTRACTOR-observed holidays are billed at twice the T&M rate.

CONTRACTOR shall be the primary responsible party for troubleshooting Systems covered under this Agreement and listed in Exhibit B Tables 1 through 5 for maintenance and repair. CONTRACTOR shall coordinate local area network issues with the County Information and Communications Technology (ICT) and the carriers for the proper resolution and operation of the System.

## 6 REWORK

For any rework or additional work that CONTRACTOR is required to perform because of inaccurate information provided by COUNTY and/or COUNTY's failure to perform its responsibilities under this Statement of Work, CONTRACTOR will invoice COUNTY on a time and materials basis and COUNTY agrees to pay such invoice.

## 7 EXCLUSIONS

7.1 This Statement of Work will not cover repair work in replacement of battery backup or expendable items such as paper, diskettes, and printer ribbons. This Statement of Work also will not cover service required when due to: (i) COUNTY's unauthorized maintenance or repair of the Equipment, (ii) COUNTY's unauthorized add, move, or changes to the Equipment, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of COUNTY to maintain proper environmental conditions for the System (as stated in (b) below), (viii) improper wiring, installation, repair, or alteration of the Equipment by anyone other than CONTRACTOR or its agents, (ix) software changes or attempted software changes in the System by persons not authorized by CONTRACTOR, or (x) data base reprogramming required because of COUNTY error of any kind. If requested by COUNTY, repairs necessitated by any of the above excluded causes shall be performed by CONTRACTOR at CONTRACTOR's local rates for such services and/or materials as listed in Exhibit B Table 6).

7.2 The COUNTY is responsible for maintaining suitable environmental conditions for the System. Suitable conditions shall include but are not limited to: the provision of proper

electrical power, air conditioning, and humidity control, and other environmental requirements for the configured system, in accordance with the manufacturer specifications for the applicable System. The presence of asbestos, other hazardous materials or unsafe conditions ("Hazards") on the Premises shall be deemed an unsuitable environment for the System and CONTRACTOR shall be entitled to cease performance under this Statement of Work until such Hazards have been cured to CONTRACTOR's reasonable satisfaction.

8 ACCESS

COUNTY agrees to provide reasonable accessibility to the Premises as required for CONTRACTOR personnel to perform services and will make available to CONTRACTOR a reasonable amount of secure space for storage of such maintenance parts as CONTRACTOR deems reasonably necessary to affect repairs in accordance with this Statement of Work.

CONTRACTOR will be liable in the event of lost keys in the possession of the CONTRACTOR for all costs to re-key and or re-program an electronic key for all locations involving the lost key. CONTRACTOR will be required to sign for a key. Once the key is returned, the COUNTY will provide CONTRACTOR with a receipt that the key was returned.

Personnel assigned by CONTRACTOR for each component of the Agreement who have or need access to confidential Customer computer systems, networks, software or related infrastructure, or the locations where they are housed, shall apply for and be granted a clearance by the Sheriff's Office subsequent to a background check at the COUNTY'S expense. Only those who pass will be allowed admittance. Generally, a photo ID such as a driver's license with a date of birth and a DL number will suffice for the records check. This applies to any and all subcontractors as well. Generally, these clearances can be granted within a 24-hour period, Monday through Friday.

9 RESTRICTION ON USE OF SERVICES

COUNTY agrees not to (i) rent, lease, or loan the SERVICES or any part thereof, or provide or use the SERVICES on a third party's behalf; (ii) permit third parties to benefit from the use of the SERVICES; (iii) reverse engineer, decompile, or disassemble any software that provides the SERVICES, or otherwise attempt to derive the source code of such software; or (iv) download, export, or re-export any software or technical data received

hereunder, regardless of the manner in which received, without all required United States and foreign government licenses.

10 COUNTY COOPERATION

COUNTY agrees to provide all information, access, and full good faith cooperation reasonably necessary for CONTRACTOR to deliver and provide the SERVICES and agrees that CONTRACTOR's delivery of the SERVICES depends upon COUNTY's timely cooperation and assistance as CONTRACTOR may require.

CONTRACTOR shall bear no liability or otherwise be responsible for delays or failure in the provision of the SERVICES caused by COUNTY's failure to provide such information, cooperation, assistance or access.

11 COUNTY ACKNOWLEDGES AND AGREES THAT:

- 11.1 Criminals, terrorists, or others may commit or attempt to commit unlawful, disruptive, violent, terrorist and/or warlike acts at times and places, and in manners, that cannot be predicted or prevented;
- 11.2 Information technology developments, configuration or implementation changes, software modifications (including routine maintenance, patches, enhancements and upgrades), human factors and other circumstances can create new, unknown and unpredictable security exposures;
- 11.3 Information technology "hackers" and other third parties continue to develop and employ increasingly sophisticated and powerful techniques and tools, which result in ever-growing security risks and potential for causing damage to persons and property;
- 11.4 CONTRACTOR does not make any representation or warranty (a) that COUNTY's or any third party's information technology, software, information, equipment, facilities, or personnel are or will be, (i) secure or safe from harm or (ii) secure or safe from intrusion, disruption, interception, viruses, or other security exposures, or damage to persons or property caused by the preceding, or (b) that CONTRACTOR will provide ongoing warnings regarding such exposures;
- 11.5 COUNTY is solely responsible for complying with the legal

obligations of all local country data protection legislation, in particular with the legality of transmission of data to CONTRACTOR or its subcontractor and the legal requirements for processing of data.

12 COUNTY RESPONSIBILITIES

12.1 COUNTY is responsible for the physical security of the COVERED COMPONENTS.

12.2 COUNTY is responsible for ensuring proper environmental conditions for COVERED COMPONENTS as required by the manufacturer.

12.3 If COUNTY needs to send equipment to CONTRACTOR, COUNTY agrees to ship such equipment via pre-paid freight. No Charge on Delivery (COD) of returned equipment will be accepted.

12.4 COUNTY agrees to provide SSL, VPN and/or IP connectivity between CONTRACTOR and COUNTY sites and COVERED COMPONENTS for SERVICES.

12.5 COUNTY is responsible for provisioning, maintaining and any cost related to the private connections required for service delivery (For example: Private T1, MPLS, and Frame Relay).

12.6 COUNTY is responsible for allowing reasonable access to all COVERED COMPONENTS as required by CONTRACTOR and its subcontractor. Any access-control servers required to provision access will be provided by COUNTY.

12.7 COUNTY is responsible for the management, support and maintenance of any non-covered component.

12.8 COUNTY is responsible for providing and maintaining an escalation path among COUNTY personnel.

12.9 COUNTY is responsible for end-user training unless otherwise agreed to in writing.

12.10 COUNTY shall provide or make available to CONTRACTOR, in advance and in writing, any COUNTY processes or policies with which CONTRACTOR and its subcontractor are expected to comply in connection with this Statement of Work.

13 TELCO AND CARRIER COORDINATION

CONTRACTOR shall be the primary responsible party for troubleshooting telephone and related systems covered under the Agreement. CONTRACTOR shall coordinate local area network issues with the County Information and Communications Technology (ICT) staff and the carriers for the proper resolution and operation of the telephony system.

14 RECORDS

CONTRACTOR shall create and maintain timely, accurate and readable electronic back-ups of all data, program and system files and keep it in a secure location.

15 CYBER SECURITY TRAINING

CONTRACTOR will be required to successfully complete cyber security training provided by the COUNTY prior to issuance of network access.

16 HIPPA INCIDENTAL DISCLOSURE

16.1 Overview

In the course of providing professional communication system services to Covered Entities, NEC Corporation of America ("NECAM" or CONTRACTOR) is not in the business of creating, maintaining, receiving, storing or transmitting Protected Health Information ("PHI") as described in 45 CFR Sec 160.308. The services offered by NECAM do not require access on a routine basis to PHI, and exposure to electronic PHI ("E PHI") (collectively referred to hereafter as "PHI") is purely on a random or occasional basis incidental to ensuring that the electronic transmission conduit used by the Covered Entities' network is operating properly and is properly maintained. As a result, NECAM is not a Business Associate under HIPAA, but nonetheless, will abide by reasonable safety and security measures designed to protect any PHI that may come into its possession.

16.2 Definitions

16.2.1 "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and

materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

16.2.2 "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

16.2.3 "Covered Entity" means any health care provider that transmits health information covered by the HIPAA Transaction Rule whether directly or through a business associate.

16.3 CONTRACTOR OR NECAM Safeguards & Requirements

As of the date of this Agreement, NECAM is in compliance with certain HIPAA statutory provisions. The following findings reflect significant compliance with certain security and access management requirements as noted below even though NECAM is not a Business Associate:

Except as excluded hereafter, NECAM is compliant with the following provisions:

Administrative Safeguards: 164.308 (a) Physical Safeguards: 164.310(a)  
 Technical Safeguards: 64.312(a) Organizational Requirements:  
 164.316(a)

The following statutory provisions were found to be not applicable due to the fact that PHI was not retained, transmitted, used or stored by NECAM in its network management or maintenance operations.

Administrative Safeguards:

164.308(a)(3)(i)	Workforce security policies re: PHI
164.308(a)(4)(i)	Information access management of PHI
164.308(a)(4)(ii)(A)	Isolation Health Clearinghouse functions
164.308(a)(7)(i)	Contingency plan for loss of PHI

164.308(a)(7)(ii)(A)	Data backup plan for PHI
164.308(a)(7)(ii)(B)	Disaster recovery plan for PHI
164.308(a)(7)(ii)(C)	Emergency Mode Operation Plan
164.308(a)(7)(ii)(D)	Testing and revision procedures
164.308(a)(7)(ii)(E)	Applications & data criticality Analysis
164.308(b)(i)	Business Associate Contracts & other arrangements
164.308(b)(4)	Other arrangements of satisfactory assurances

Administrative Safeguards:

164.310(b)	Workstation use for PHI
164.310(c)	Workstation physical safeguards
164.310(d)	Device and Media Control
164.310(d)(2)(i)	Disposal of PHI
164.310(d)(2)(ii)	Media Re-use
164.310(d)(2)(iii)	Accountability record of movements of hardware & media
164.310(d)(2)(iv)	Data backup and storage

Technical Safeguards:

164.312(a)(2)(ii)	Emergency access procedure
164.312(a)(2)(iv)	Encryption & decryption of PHI
164.312(b)	Audit controls to examine activity in system containing PHI
164.312(c)(1)	Integrity policy for PHI
164.312(c)(2)	Mechanism to authenticate PHI
164.312(d)	Person or entity authentication
164.312(e)(1)	Transmission Security
164.312(e)(2)(i)	Integrity controls preventing improper modification
164.312(e)(ii)(2)	Encryption of PH

Organizational Requirements:

164.314(a)(1)	Business Associate contract-cure or termination for breach
164.314(a)(2)(i)	Business Associate contract obligating safeguards & reporting
164.314(a)(2)(ii)	Other arrangements-governmental entities

The foregoing compliance measures are reasonable and acceptable under HIPAA given the nature and extent of the Services being delivered by NECAM and its subcontractors.

16.4 Agents and Subcontractors of NECAM

NECAM shall ensure that any agent, including a subcontractor shall comply with the same restrictions and conditions that apply through



this Agreement to NECAM with respect to the random exposure to PHI. NECAM shall ensure that any agent who may incidentally obtain PHI, including a subcontractor, agrees to implement the same degree of care and safeguards to protect such information as is provided in this agreement.

#### 16.5 Records Available to Covered Entity and Secretary

NECAM shall make available records, to the extent that such records exist, related to the use, disclosure, security and privacy protection of PHI that may have been randomly exposed during the course of performing services for a Covered Entity. Given the random nature of such exposure and the destruction obligation the Covered Entity acknowledges that reports of individual events may not be retained, however, NECAM shall make reasonable efforts to make available to the Covered Entity or the Secretary of the United State Department of Health and Human Services any information about the incident and its confidentiality policies solely for purposes of investigating or auditing the Covered Entities' compliance with the HIPAA privacy and security regulations.

#### 16.6 Retention and Destruction:

This provision also shall apply to PHI in possession of subcontractors or agents of NECAM. NECAM and its agents or subcontractors shall retain no copies of the PHI it may have incidentally acquired and will destroy such records immediately or upon completion of services for which the PHI was disclosed. However, NECAM, its agents or subcontractors shall maintain the confidentiality of all Customer information as provided in this Agreement and shall continue to maintain the information related to such exposure and destruction for a period of six years after termination of the Agreement.

### 17 COVERED COMPONENTS

Mix of COVERED COMPONENTS may change during any given Agreement year. Any changes in quantities, deletion or adding of SERVICES will be reflected in the following year's totals and adjusted in the yearly pricing.

### 18 ESCALATION

#### 18.1 Requesting Escalation

If you feel that forward progress or the quality of service is not satisfactory, you may escalate the problem by asking for the manager on duty for Level 2 Customer Support Services.

## 18.2 Escalation Contacts

### 18.2.1 Area Services Manager

Patricia Brierley, [patricia.brierley@necam.com](mailto:patricia.brierley@necam.com), Ph. (408) 844-1144

### 18.2.2 Manager Network Engineering

Edwin Shope, [ed.shope@necam.com](mailto:ed.shope@necam.com) Ph. (609) 671-5908

### 18.2.3 Director of Operations

Loretta Biglin, [loretta.biglin@necam.com](mailto:loretta.biglin@necam.com) Ph. (214) 262-7801

## EXHIBIT B

### PAYMENT ARRANGEMENTS

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

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$3,190,516**, which includes \$750,000 for departmental moves, adds, and changes (MAC)

#### Table A1 – Yearly Maintenance

- A. Table A1 contains yearly maintenance costs based on port counts, hardware and software listed in Tables 1 through 3.

Table A1 – Yearly Maintenance and Support Costs (Maintenance)	
Year 1 – July 1, 2024 to June 30, 2025	\$807,035.00
Year 2 – Optional Year– July 1, 2025 to June 30, 2026	\$811,305.00
Year 3 – Optional Year–July 1, 2026 to June 30, 2027	\$822,176.00
Total with Optional Years	\$2,440,516.00

Note: COUNTY and CONTRACTOR shall conduct a reconciliation of maintenance and support services provided under Tables 2 and 3, sixty (60) days prior to expiration of the yearly milestone. CONTRACTOR shall adjust its A1 costs for years 2 through 3 accordingly.

#### Table A2—Departmental Moves, Adds and Changes (MAC)

**Table A2** contains estimated yearly MAC costs. In any given year, COUNTY may spend more or less than the estimated costs for that year. However, no more than \$750,000 shall be spent on MAC during the length of the contract, including all option years.

Table A2 – Departmental Moves, Adds and Changes (MAC)	
Year 1 – July 1, 2024 to June 30, 2025 MAC Estimated	\$250,000
Year 2 – Optional Year– July 1, 2025 to June 30, 2026 MAC Estimated	\$250,000
Year 3 – Optional Year–July 1, 2026 to June 30, 2027 MAC Estimated	\$250,000
Maximum Not-to Exceed MAC Amount	\$750,000

- B. Payment for Table A1 – Yearly Maintenance and Support Costs (Maintenance) services and /or reimbursement of costs shall be made upon CONTRACTOR’s satisfactory performance based upon the scope and methodology contained in EXHIBIT A and Tables 1 through 3 as determined by the 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 **Table 1 through 3**. Invoices submitted for payment that are based upon **Tables 1 - 3** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

Payment for **Table A2** – Departmental Moves, Adds and Changes (MAC) shall be made upon receipt of proper NECAM invoice(s) for piecemeal parts and projects ordered on an as needed basis. Payment shall be made as described in **Table 5** below.

- C. Quarterly, CONTRACTOR shall submit to COUNTY 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.
- 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.

**Table 1**

County of Santa Barbara				CALCULATED VALUES		
COVERED COMPONENTS - Table 1: July 1, 2024 to June 30, 2025				Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
Ref. #	Pricing Elements	System Component Part Number	Component Description			
Year One						
	<b>Onsite Technician(s)</b> Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.			\$158,550.00	3	\$475,650.00
1	SV9500 Ports = All Sites Total					
2	Maintenance cost for all hardware			\$9.31	12,100	\$112,651.00
	SV9500 SWA					
3	Software Assurance for all sites			\$7.20	12,100	\$87,120.00
4	MPC			\$0.00	19	\$0.00
5	SR-MGC			\$0.00	15	\$0.00
8	UM8700 Call Servers @ Betteravia, EOC) 136 Ports			\$1,415.00	1	\$1,415.00
9	UM8700 System Servers @ ( EOC)			\$1,415.00	3	\$4,245.00
10	UM8700 SWA w/neverFail			\$62,840.00	1	\$62,840.00
11	Global Navigator Hardware			\$0.00	1	EOS 3/31/2024
12	Global Navigator SWA			\$0.00	1	EOS 3/31/2024
13	OW5000/MA4000 Hardware			\$0.00	1	\$0.00
14	OW5000/MA4000 SWA			\$0.00	1	\$0.00
16	MTS Hardware (Call Accounting)			\$31,644.00	1	\$31,644.00
17	SPOK 811			\$14,260.00	2	\$28,520.00
18	VoIP Paging Servers			\$0.00	1	\$0.00
19	NEC Command Premium Monitoring SV9500s			\$295.00	10	\$2,950.00
20	Environmental for Temp and Rectifier			\$0.00	10	\$0.00
	North Branch Jail - MP112-2FXS			\$0.00	4	\$0.00
21	QOE Endpoints			\$0.00	10	\$0.00
22	<b>TOTAL</b>					<b>\$807,035.00</b>
	<b>Engineering and Other Hourly Labor Rates</b>					
	<b>Onsite Technician(s)</b>					
	After hours from 5 pm to 8 am Monday through Saturday PST hourly rate			\$176.00	1	\$176.00
24						
	<b>Onsite Technician(s)</b>					
	After hours, Sundays and holidays hourly rate			\$263.00	1	\$263.00
25						
	<b>Engineer Regular</b>					
	Engineer Regular			\$176.00	1	\$176.00
26						
	<b>Engineer Overtime</b>					
	Engineer Overtime			\$263.00	1	\$263.00
27						
	<b>Category 3</b>					
	Category 3			\$0.00	1	\$0.00
28						
33	END	END	END	END	END	END

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SANTA BARBARA COUNTY TELEPHONE SYSTEMS MAINTENANCE AND SUPPORT

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Table 2

County of Santa Barbara						
COVERED COMPONENTS - Table 2: July 1, 2025 to June 30, 2026				CALCULATED VALUES		
Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
<b>Year Two</b>						
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.			\$159,100.00	3	\$477,300.00
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware			\$9.31	12,100	\$112,651.00
3	SV9500 SWA					
4	Software Assurance for all sites			\$7.20	12,100	\$87,120.00
4	MPC			\$0.00	19	\$0.00
5	SR-MGC			\$0.00	15	\$0.00
8	UM8700 Call Servers @ Betteravia, EOC) 136 Ports			\$1,415.00	1	\$1,415.00
9	UM8700 System Servers @ ( EOC)			\$1,415.00	3	\$4,245.00
10	UM8700 SWA w/NeverFail			\$84,120.00	1	\$84,120.00
11	Global Navigator Hardware			\$0.00	1	EOS 3/31/2024
12	Global Navigator SWA			\$0.00	1	EOS 3/31/2024
13	OW5000/MA4000 Hardware			\$0.00	1	\$0.00
14	OW5000/MA4000 SWA			\$0.00	1	\$0.00
16	MTS Hardware (Call Accounting)			\$31,644.00	1	\$31,644.00
17	SPOK 911			\$14,930.00	2	\$29,860.00
18	VoIP Paging Servers			\$0.00	1	\$0.00
19	NEC Command Premium Monitoring SV9500s			\$295.00	10	\$2,950.00
20	Environmental for Temp and Rectifier			\$0.00	10	\$0.00
	North Branch Jail - MP112-2FXS			\$0.00	4	\$0.00
21	QOE Endpoints			\$0.00	10	\$0.00
22	<b>TOTAL</b>					<b>\$811,305.00</b>
<b>Engineering and Other Hourly Labor Rates</b>						
23	Onsite Technician(s) After hours from 5 pm to 8 am Monday through Saturday PST hourly rate			\$180.00	1	\$180.00
24	Onsite Technician(s) After hours, Sundays and holidays hourly rate			\$270.00	1	\$270.00
25	Engineer Regular			\$176.00	1	\$176.00
26	Engineer Overtime			\$263.00	1	\$263.00
27	Category 3			\$0.00	1	\$0.00
33	END	END	END	END	END	END

5/16/2024

SANTA BARBARA COUNTY TELEPHONE SYSTEMS MAINTENANCE AND SUPPORT

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Table 3

County of Santa Barbara						
COVERED COMPONENTS - Table 3: July 1, 2026 to June 30, 2027				CALCULATED VALUES		
Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
<b>Year Three</b>						
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.			\$161,100.00	3	\$483,300.00
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware			\$9.33	12,100	\$112,893.00
3	SV9500 SWA					
4	Software Assurance for all sites			\$7.38	12,100	\$89,298.00
4	MPC			\$0.00	19	\$0.00
5	SR-MGC			\$0.00	15	\$0.00
8	UM8700 Call Servers @ Betteravia, EOC) 136 Ports			\$1,460.00	1	\$1,460.00
9	UM8700 System Servers @ ( EOC)			\$1,460.00	3	\$4,380.00
10	UM8700 SWA w/NeverFail			\$65,650.00	1	\$65,650.00
11	Global Navigator Hardware			\$0.00	1	EOS 3/31/2024
12	Global Navigator SWA			\$0.00	1	EOS 3/31/2024
13	OW5000/MA4000 Hardware			\$0.00	1	\$0.00
14	OW5000/MA4000 SWA			\$0.00	1	\$0.00
16	MTS Hardware (Call Accounting)			\$32,155.00	1	\$32,155.00
17	SPOK 911			\$14,970.00	2	\$29,940.00
18	VoIP Paging Servers			\$0.00	1	\$0.00
19	NEC Command Premium Monitoring SV9500s			\$310.00	10	\$3,100.00
20	Environmental for Temp and Rectifier			\$0.00	10	\$0.00
	North Branch Jail - MP112-2FXS			\$0.00	4	\$0.00
21	QOE Endpoints			\$0.00	10	\$0.00
22	<b>TOTAL</b>					<b>\$822,176.00</b>
<b>Engineering and Other Hourly Labor Rates</b>						
23	Onsite Technician(s) After hours from 5 pm to 8 am Monday through Saturday PST hourly rate			\$180.00	1	\$180.00
24	Onsite Technician(s) After hours, Sundays and holidays hourly rate			\$270.00	1	\$270.00
25	Engineer Regular			\$179.00	1	\$179.00
26	Engineer Overtime			\$269.00	1	\$269.00
27	Category 3			\$0.00	1	\$0.00
33	END	END	END	END	END	END

5/16/2024

SANTA BARBARA COUNTY TELEPHONE SYSTEMS MAINTENANCE AND SUPPORT

1

**Table 4**

County of Santa Barbara					Calculated Values
COVERED COMPONENTS - Table 4: July 1, 2024 to June 30, 2027					
Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	Total Annual Maintenance Cost for 3 Years
<i>Total Years One - Three</i>					
1	<b>Onsite Technician(s)</b> Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.				\$1,436,250.00
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware				\$338,195.00
3	SV9500 SWA Software Assurance for all sites				\$283,538.00
4	MPC				\$0.00
5	SR-MGC				\$0.00
8	UM8700 Call Servers @ Betteravia, EOC) 136 Ports				\$4,290.00
9	UM8700 System Servers @ (EOC)				\$12,870.00
10	UM8700 SWA w/neverfail				\$192,810.00
11	Global Navigator Hardware				EOS 3/31/2024
12	Global Navigator SWA				EOS 3/31/2024
13	OW5000/MA4000 Hardware				\$0.00
14	OW5000/MA4000 SWA				\$0.00
16	MTS Hardware (Call Accounting)				\$95,443.00
17	SPOK 911				\$88,320.00
18	VoIP Paging Servers				\$0.00
19	NEC Command Premium Monitoring SV9500s				\$9,000.00
20	Environmental for Temp and Rectifier				\$0.00
	North Branch Jail - MP112-2FXS				\$0.00
21	QOE Endpoints				\$0.00
22	<b>TOTAL</b>				\$2,440,516.00
23	<b>Engineering and Other Hourly Labor Rates</b>			<b>Hourly Rates</b>	
24	Onsite Technician(s) After hours from 5 pm to 8 am Monday through Saturday PST hourly rate				\$536.00
25	Onsite Technician(s) After hours, Sundays and holidays hourly rate				\$803.00
26	Engineer Regular				\$531.00
27	Engineer Overtime				\$795.00
28	Category 3				\$0.00
29					\$0.00
30					\$0.00
31					\$0.00
32					\$0.00
33	END	END	END	END	END

5/16/2024

SANTA BARBARA COUNTY TELEPHONE SYSTEMS MAINTENANCE AND SUPPORT

1

**Table 5**

MAC (Moves, Adds and Changes)
1. \$750,000 for parts and services purchased on an as needed basis during the life of the Agreement, including both optional years. County to issue piecemeal work order or request project-based quotes with statement of works (SOW). County may spend up to \$750,000 for all MAC's. County shall not be required to spend the entire \$750,000.
2. Piecemeal work orders shall be invoiced after completion of the work per work order.
3. Project based invoices: NECAM to invoice two (2) invoices per SOW in the following manner: -100% of Product price invoiced upon Delivery. -100% of related Labor Services upon Project Completion. - N30 payment terms for projects (SOW project contracts) for July 1, 2024 thru June 30, 2025.
4. Labor Rates are as following: 4.1. Onsite Technician(s) After hours from 5 pm to 8 am Monday through Saturday PST hourly rate \$176 per hour 4.2. Onsite Technician(s) After hours, Sundays and holidays hourly rate \$263 per hour 4.3. Engineer Regular \$176 per hour 4.4. Engineer Overtime \$263 per hour 4.5. Technician Additional Regular \$155.00 4.6. Other rates will be discounted 10% or more from published list pricing

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all third-party claims, actions, losses, damages, judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including willful or negligent act, errors or omissions to act on the part of the CONTRACTOR or his agent or employees or other independent contractors directly responsible to the fullest extent allowable 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, his 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: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: 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.
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.

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.

## **EXHIBIT D**

### **NEC RFP Response**

(Remainder of Page Left Intentionally Blank. Exhibit Continues on Next Page)



TITLE: Telephone System Maintenance and Support  
RFP NUMBER: 8250001  
ISSUE DATE: **February 15, 2024**

**BUYER**

NAME: Christian Garcia  
PHONE: 805-568-2696  
EMAIL: [cgarcia@countyofsb.org](mailto:cgarcia@countyofsb.org)  
DEPARTMENT: General Services, Procurement Services  
260 N San Antonio Rd.  
Santa Barbara, CA 93110

**RFP OPENING**

DATE: **Monday, March 25, 2024**  
TIME: 2 p.m. PST

Replies to this RFP must be submitted via [Public Purchase](#) 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. INTRODUCTION

The aim of this document is to request proposals from qualified vendors so that the County of Santa Barbara (“County”) can identify the most suitable vendor available for the project. The County, through its Procurement Services hereby gives notice of the opportunity to submit replies to this request for proposal (“RFP”).

## II. ABOUT THE COUNTY OF SANTA BARBARA

The County’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.

## III. SCOPE AND SPECIFICATIONS

The County of Santa Barbara is in the last year of a five-year maintenance and support agreement with NEC Corporation. The County is inviting qualified responders to submit proposals in response to this request for a one-year term commencing on July 1, 2024. Additionally, there is an option of two one-year extensions for July 1, 2025 and July 1, 2026, subject to mutual agreement between the Supplier and the County.

The following sections describe the County of Santa Barbara’s (County) existing NEC telephone system network as well as the scope of services.

### 1. **County’s Existing Network**

#### 1.1. Voice Network

- 1.1.1. County has approximately 13,200 ports, which includes analog, digital, IP stations, trunks, and other miscellaneous ports.
- 1.1.2. County has 10 NEC SV9500 nodes, which are distributed in the Santa Barbara, Lompoc, Solvang, and Santa Maria areas.
- 1.1.3. SR-MGCs are used for some of the critical sites to support local survivability.
- 1.1.4. County uses UM8700 in a Neverfail configuration for unified messaging. The system has 120 ports, which are located at the following sites:
  - 1.1.4.1. Calle Real Campus—Primary
  - 1.1.4.2. Emergency Operations Center—Secondary
  - 1.1.4.3. Betteravia Campus—Tertiary

- 
- 1.1.5. County has the following call center applications
    - 1.1.5.1. Call Center Worx agents in all 10 nodes
    - 1.1.5.2. Global Navigator
    - 1.1.5.3. UCB at the Emergency Operations Center
  - 1.1.6. SPOK is used for 911 applications.
  - 1.1.7. MTS is used for call accounting and billing.
  - 1.1.8. Nuance is used for voice recognition and has 4 ports.
  - 1.1.9. OW5000/MA4000 is used for system management and enhanced features.
  - 1.1.10. Voice over IP (VoIP) paging servers for zone paging for IP phones.
  - 1.1.11. All 10 nodes have remote NEC Command Premium monitoring service.
- 1.2. Local Area Network
- 1.2.1. County's core and distribution switches are Cisco.
  - 1.2.2. County's edge/access switches are Juniper and Alcatel, which are Power over Ethernet (PoE).
  - 1.2.3. A converged Ethernet port is being used for telephones.
  - 1.2.4. Ethernet switches are not in scope.
- 1.3. Wide area Network—Site-to-Site Connectivity (WAN). County uses the following WAN connectivity:
- 1.3.1. County-owned and leased fiber.
  - 1.3.2. Private MPLS.
  - 1.3.3. CenturyLink Ethernet.Site-to-site VPN over Ethernet.
  - 1.3.4. County's WAN is not in scope. This is being provided for information only.

**NEC Response: Read, agreed and will comply to County's Existing Network.**

## **2. Maintenance Scope of Services**

### **2.1. Maintenance Converge**

Responder shall provide maintenance coverage on a 24X7X365 basis for items listed in Attachment C - SBC Pricing Workbook.

**NEC Response: Read, agreed and will comply with Section 2.1.**

### **2.2. Parts Replacement**

Responder shall provide 24X7X365 parts coverage for faulty or defective parts. If any covered part listed in Attachment C - SBC Pricing Workbook is found to be defective under normal usage, COUNTY will be entitled to a full replacement of the covered part. Responder shall, during the contract period, furnish all parts necessary to maintain the System in good working order. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of Responder.

**NEC Response: Read, agreed and will comply with Section 2.2**

### **2.3. Telco and Carrier Coordination**

Responder shall be the primary responsible party for troubleshooting telephone and related systems covered under the Agreement. Responder shall coordinate local area network issues with the County Information Technology Department (ITD) staff and

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the carriers for the proper resolution and operation of the telephony system.

**NEC Response: Read, agreed and will comply with Section 2.3**

2.4. Software Assurance

- 2.4.1. Responder shall include a Software Assurance subscription and support program that provides access to future software versions and scheduled upgrades. Both software upgrades and support shall be included.
- 2.4.2. Under Software Assurance, COUNTY shall be entitled to bug fixes, service packs, and new major and minor version upgrades for covered components at no additional cost. Responder shall provide notice of such bug fixes, service packs, and upgrades as they become available. COUNTY will be provided with access to Responder technical experts through Responder's Technical Support Center who can help ensure COUNTY's current software for covered components includes all the latest features and bug fixes. COUNTY will also be granted access to the Software Assurance collaboration site and technical knowledge base.
- 2.4.3. Responder shall make all software upgrades available, including any necessary licensing, from Responder's licensing server.
- 2.4.4. Responder's onsite support team shall be responsible for obtaining these upgrades, software patches, and bug fixes for COUNTY as they become available.
- 2.4.5. COUNTY shall be responsible for coordinating software upgrades from Responder as new software becomes available and is also responsible for any costs associated with installing patches, service packs, and/or new major and minor version upgrades. This service does not provide coverage for any labor or materials.

**NEC Response: Read, agreed and will comply with Section 2.4.**

2.5. Remote Monitoring

- 2.5.1. Responder shall provide remote monitoring of Responder voice network components. Responder's fully automated monitoring system will immediately notify COUNTY of critical component alarms in order to help identify and isolate failures.
- 2.5.2. Responder shall provide COUNTY with 24x7 remote monitoring of SNMP enabled voice components and critical voice network functions in order to identify component and voice related network issues.

**NEC Response: Read, agreed and will comply with Section 2.5.**

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## 2.6. On-Premise Support Staff

2.6.1. Responder shall provide dedicated service technicians placed on COUNTY premises to manage and maintain COUNTY's PBX platform and peripherals. Responder shall, during the contract period, furnish all labor necessary to maintain the covered components in good working order, or provide such other coverage as specified in this Scope of Work. The technicians shall have experience and certifications to maintain the County telephone and related systems.

2.6.2. Service hours are 8x5 (Monday through Friday, excluding COUNTY and Responder observed holidays, from 8 AM to 5 PM COUNTY local time zone unless otherwise authorized by Responder's management). Services include a maximum of forty (40) hours per week of onsite labor provided by an assigned service technician.

**NEC Response: Read, agreed and will comply with Section 2.6.**

## 2.7. Records

Responder shall create and maintain timely, accurate, and readable electronic back-ups of all data, program, and system files and keep them in a secure location.

**NEC Response: Read, agreed and will comply with Section 2.7**

## 2.8. Background Checks

Personnel assigned by Responder for each component of the Agreement who have or need access to confidential COUNTY computer systems, networks, software or related infrastructure, or the locations where they are housed, shall apply for and be granted a clearance by the Public Health Department and Sheriff's Office subsequent to a background check. Only those who pass will be allowed admittance. Generally, a photo ID such as a driver's license (DL) with a date of birth and a DL number will suffice for the records check. This applies to any and all sub-contractors as well.

Generally, these clearances can be granted within a 24-hour period, Monday through Friday.

Responder will be required to successfully complete cyber security training provided by the County prior to issuance of network access.

**NEC Response: Read, agreed and will comply with Section 2.8.**

2.9. Suspension for Convenience. COUNTY may, without cause, order Responder in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to five (5) days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**NEC Response: Read, agreed and will comply with Section 2.9.**

## 2.10. Transitional Plan

2.10.1. Responder shall provide a transitional plan, if selected other than the current vendor, to minimize any service disruption.



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**NEC Response: Read, agreed and will comply.**

2.10.2. Confirm that the selected Responder will fully cooperate with the COUNTY, if the COUNTY terminates this Agreement and transitions to another Responder.

**NEC Response: Read, agreed and will comply.**

2.10.3. Escalation

Include an escalation chart.

**NEC Response: Read, agreed and will comply. Please see the included NEC Problem Prioritization document.**

2.10.4. Identify tools, processes and methodology to minimize service interruption.

**NEC Response: Read, agreed and will comply.**

Tools include:

- **Butt set and punch down tools for analog stations.**
- **Meters for voltage testing**
- **T-Bird tester for T1's & PRI circuits**
- **Wireshark / trace**

2.10.5. Identify and document Responder's voice network team.

**NEC Response: Read, agreed and will comply. Please reference the Team Qualifications section for identification and documentation of voice network team.**

2.10.6. Propose a plan to keep these team members current on technology and their training requirements.

**NEC Response: Read, agreed and will comply. Emphasis is placed on all CoSB products in place throughout the County's campus.**

**NEC technicians are required to pass at least one certification class each year to support the relevant products. If classroom training is required, a backfill resource will be assigned to the County to fill that vacancy. Please reference the NEC Certification Chart included with this response.**

2.11. Service Level Agreement

Responder is to provide its service level penalties for non-performance.

**NEC Response: Read, agreed and will comply. None proposed at this time.**

#### **IV. SCOPE OF SERVICES AND DELIVERABLES**

The anticipated tasks included within the scope of services are described in Section III, above, and 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.

#### **V. MANDATORY REPLY REQUIREMENTS**

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

- 1. Introduction and Executive Summary (up to 3 pages):** Submit a letter of introduction and executive summary of the proposal. The letter must be signed by an authorized representative of your company to obligate your company to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your company that your company is willing and able to perform the commitments contained in the proposal.

**NEC Response:**

# Executive Summary

NEC Corporation of America (NEC) would like to thank the County of Santa Barbara for providing the opportunity to respond to the request for proposal for Telephone System Maintenance and Support (8250001).

As the current maintenance and support provider for the County, NEC is familiar with your existing telephone system network. We know firsthand exactly what is required to ensure seamless system operation and welcome this opportunity to continue our successful partnership.

NEC recognizes that communications systems are vital to your business success. NEC Direct answers the call by delivering smart solutions and superior services that exceed the needs of your county. For more than one hundred years, NEC has defined the heart of the communications and information technology industry serving small-to-medium businesses and large enterprise customers worldwide. This experience sets NEC Direct apart as a trusted technology partner and a world leader in IT and communications solutions. It is the level of service you would expect from a manufacturer that not only designs and builds your equipment, but also supports and services it as well.

NEC offers a comprehensive portfolio of technical support and maintenance services to help County of Santa Barbara support your communications investment and provides flexible solutions to address almost any communications challenge. All these service offerings are backed by NEC's reputation for quality and are supported by a highly trained and certified team of technicians and engineers committed to providing the support you need when you need it.

- As the manufacturer direct we know and understand every detail and feature of the NEC systems because we see them through every stage of design and production. This allows NEC Direct to be in a prime position to provide the best advice to the County as you look towards the future.
- As one size does not always fit all for every customer and your communications needs should be addressed accordingly. When dealing with NEC Direct you are in a unique position to ensure the product or solution is precisely the right fit for the County's needs. Purchasing directly from a manufacturer means that the products you buy and the support you receive can be customized according to your precise specifications.

NEC has carefully read the RFP and provided a comprehensive and competitive response package for the County's review. This letter, signed by an authorized representative, authenticates our ability to perform the commitments contained in the proposal.

Sincerely,  
*Mark Stacy*

Mark Stacy  
VP, Sales  
NEC Corporation of America

**2. Company Overview:** Provide general information about your company, including:

- Description of your company and its legal structure
- Number of years in business and any recent mergers or acquisitions
- Office locations and geographical markets served
- Names and titles of key leadership and summaries of their experience
- Organizational chart and number of employees on company payroll
- Years your company has performed, and count of, similar projects

## Corporate Overview

- Founded in 1899
- Revenues of \$22.1 USD.
- 117,418 Employees
- Presence in 55 Countries
- 64,000 Patents
- \$920M in annual R&D
- 289 Consolidated Subsidiaries
- Major Operations Include
  - Business,
  - Enterprise Business,
  - Telecom Carrier Business,
  - System Platform Business



NEC Corporation of America

NEC Corporation of America’s Headquarters in Irving, Texas, helps companies unify their business communications, IT and Networking solutions in USA and Canada through innovative software, applications, development tools and services.

Established from the combined operations of NEC America, NEC Solutions America and NEC USA, NEC Corporation of America is a leading technology provider of strategic IT and communications solutions. Serving carrier, small-to-medium business and large enterprise clients across multiple vertical industries, NEC Corporation of America provides its customers greater access to a rich portfolio of technology and professional services, enhanced opportunities, and competitive solutions.

We are a reliable and stable partner whose mission is to realize an information-enabled society. As the U.S. subsidiary of NEC Corporation, NEC Corporation of America leverages NEC's global network of resources and experience to help customers achieve a competitive edge. Comprised of business units and innovation centers throughout the North America, NEC Corporation of America offers its

clients direct access to market-leading technologies and resources, ranging from server and storage solutions to IP voice and data solutions, biometric identification, optical network, and microwave radio communications solutions.



NEC Corporation

As an Information and Communications Technology (ICT) leader in operation for 120 years, NEC is committed to bringing together and integrating its technology and expertise to create the ICT-enabled society of tomorrow. Our global vision combines with a local presence and an expertise founded on business operations in over 160 countries.



World and domestic firsts in technology and research development, made possible by managerial innovation and backed by establishment, improvement and reform of its various personnel systems, as well as the early mounting of environmental projects, make it possible to say that NEC's history has been marked by constant innovation for more than a century.

NEC Corporation is a leader in the integration of IT and network technologies that benefit businesses and people around the world. By providing a combination of products and solutions that cross utilize the company's experience and global resources, NEC's advanced technologies meet the complex and ever-changing needs of its customers.

- 3. Work Philosophy:** Provide a synopsis (1,000 words or less) of the work philosophy followed by your company when engaged in Telephone Maintenance and Support projects. Explain how that work philosophy may align with the values of the County.

**NEC Response:** We follow these NEC Principles:

- **Integrity** - Acting with a commitment to honesty and ethical behavior, respecting Human Rights and following our own Code of Conduct. The implementation and support teams have a key role in the supervision, implementation and realization of the Code of Conduct.
- **Customer Focused Services** - Understanding the business needs of the County and acting as a true, reliable Business Partner.
- **Innovation** - Seeking novel, creative and imaginative approaches to achieve NEC's and the County's objectives.
- **Collaboration** - Sharing knowledge and working cooperatively with the County to achieve the goals, understanding that internal conflict is always resolved in the best interest of the entire team.

- **Self-help /Accountability** - Setting team standards and responsibilities and driving accountability.

We embrace these **NEC Values**:

- **Look Outward.** See the **Future.** Stay curious and understand the new society and the new emerging businesses
- **Think Simply.** Display **Clear Strategy.** Be practical and clear in your communication
- **Be Passionate.** Engage with the County to build a solid team to ensure success for all team members.
- **Move Fast.** Be timely, decisive and comfortable with ambiguity.

**4. Project Approach:** Describe the services and activities your company proposes to provide to the County. Include the following:

- Overall scope of work task; and
- Schedule and ability to complete the project within the County’s recommended time frame; and
- Assignment of work within your company’s team.

**NEC Response:**

Overall scope of work task

- o The on-site team responds to the County’s ServiceNow trouble ticket system and to be dispatched by the County representative to support the end users across all the departments. The NEC team resolves and takes corrective action by making changes and/or adjustments as required for resolution.
  - o Troubleshooting of NEC equipment and/or Telco circuits at the County’s locations.
  - o Work with management or project management on coordination of logistics for large move/add/change services.
  - o Assist in providing innovative solutions to existing County topology.
  - o Perform basic VOIP network readiness assessments using appropriate software and equipment.
  - o Perform administrative duties and completing appropriate paperwork and documentation according to TSR details including management of the cabling contractor of choice for the County.
- Schedule and ability to complete the project within the County’s recommended time-frame
- o On-site support is 8x5 (Monday through Friday, excluding holidays observed by NEC. Workday is 8AM to 5PM Pacific Time.
  - o SLA is next business day following the request for routine maintenance service. NEC will exercise all reasonable efforts to respond to incidents of Major System Failure within four hours.
  - o An on-call schedule will rotate between the three on-site technicians to provide 24-hour response to emergencies.
  - o Remote monitoring will provide alerts and notifications of system outages and alarms
- Assignment of work within your company’s work team

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- 5. Financial Information:** Submit your company's most recent audited or reviewed financial statements as an attachment to your proposal. 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.

**NEC Response: Read, agreed, and will comply with Section 5 as an attachment to this response.**

**6. Qualifications:** Provide a detailed description of your company's qualifications and experience providing Telephone Maintenance and Support 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. Include the following:

- Name, address, and telephone number of a contact; and
- A brief description of your company, as well as how any joint venture or association will be structured.
- Provide a list identifying: (1) the lead service manager, (2) each key personnel on the project team, (3) the role each will play in the project, and (4) a written assurance that the key individual listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the County's prior approval.
- Provide a description of the experience and qualifications of the project team member, including brief resumes.
- 

**NEC Direct™ Certified Maintenance Services Comprehensive Support Services Direct from the Manufacturer**

NEC has over 100 years of experience manufacturing and maintaining communication solutions. We are committed to providing the support you need.

**At-a-Glance**

- Comprehensive technical support and maintenance direct from the manufacturer, NEC.
- 24x7 access to NEC's Customer Contact Center
- Expert services supported by certified NEC engineers and technicians
- 24x7 and 8x5 coverage options available
- Flexible agreement terms available
- Cost effective support and maintenance solutions
- Customized services to best meet the needs of your business

**Overview**

NEC Corporation of America recognizes that communications systems are vital to your business success. NEC answers the call by delivering smart solutions and superior services that exceed the needs of your organization. For more than 100 years NEC has defined the heart of the communications and information technology industry serving small-to-medium businesses and large enterprise customers worldwide. This experience sets NEC apart as a trusted technology partner and a world leader in IT and communications

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solutions. NEC is known for the quality and performance of our products and takes pride in our reputation for delivering fast and reliable service. It's the level of service you would expect from a manufacturer that not only designs and builds your equipment, but also supports and services it too. NEC offers a comprehensive portfolio of technical support and maintenance services in order to help you support your communications investment and provides flexible solutions to address almost any communications challenge. All of these service offerings are backed by NEC's reputation for quality and are supported by a highly trained and certified team of technicians and engineers committed to providing the support you need, and when you need it.

#### **Offers Flexibility and Scalability**

- **Experience** – NEC has over 100 years of experience manufacturing and maintaining communication solutions.
- **Expertise** – NEC's experts provide in-depth knowledge of the information technology environment.
- **Reliability** – All of NEC's resources, service delivery team and infrastructure are in place and ready to support you.
- **Trust** – NEC understands the communications industry and the impact it has on your business.
- **Commitment** – NEC's highly trained and certified team of technicians and engineers are committed to providing the support you need.
- **Direct Support** – NEC provides technical support and maintenance services directly from the manufacturer

#### **NEC Direct™ Certified Maintenance Services Options**

NEC offers a customized structure of service options that promise extreme flexibility, total maintenance coverage, and guarantees the "right" support solution for your business. Let NEC structure a maintenance program with you that will provide a cost-effective support and maintenance solution that meets your specific requirements.

#### **Certified Support and Maintenance Solutions**

- **Certified On-Premise Service**
- On-Premise Service provides dedicated NEC service technicians at your location to help manage and maintain your PBX platform and peripherals. Leverage NEC's years of experience and proven technical expertise to augment your communications team with flexible partnerships that leverage our technicians, engineers, help-desk personnel, and other certified technical resources.
- **Certified Onsite Repair Service**
- Onsite Repair Service includes either basic or advanced Remote Monitoring Service, Remote Support Service, and the cost to dispatch a technician for onsite repairs or to resolve service problems. Onsite Repair also includes scheduled preventative maintenance tasks and periodic testing of your communications system in order to ensure system reliability and stability.



- **Certified Remote Support Service**

- Maintaining hardware, software and unified communications applications requires expertise, advanced certification and a significant commitment of resources. With NEC Remote Support Service, NEC provides the professional, cost-effective remote technical support that your business needs to operate efficiently. This enables your internal resources to focus on other tasks or key responsibilities. The Remote Support Center is on call to quickly diagnose and resolve any problem with your communications system.

- **Certified Basic Remote Monitoring Service**

- NEC's Basic Remote Monitoring Service can help prevent unpleasant surprises by providing 24x7 remote monitoring of your communications platform. This service offers a comprehensive set of clinical support capabilities based on NEC's experience and expertise that sets NEC Direct apart from the competition. We can monitor any SNMP-enabled device, provide isolation; and offer rapid notification of any discovered issues.

- **Certified Advanced Remote Monitoring Service**

- The Advanced Remote Monitoring Service provides all the features of the Basic Remote Monitoring Service with additional monitoring capabilities for legacy TDM communications equipment. Advanced monitoring can monitor environmental conditions such as temperature, humidity, and water. The Advanced Remote Monitoring Service can be set up to monitor your NEC Voice Platform, networking devices, servers and applications providing complete monitoring of your entire voice and data network.

- **Software Assurance**

- Software Assurance provides access to future software versions, scheduled upgrades, and feature enhancements. With Software Assurance, you receive bug fixes, service packs, and new major and minor version upgrades. You will also gain access to the Software Assurance collaboration site and technical knowledgebase.

- **Certified Parts Replacement Program**

- NEC's Parts Replacement Program provides extended coverage for defective products. It provides comprehensive parts coverage with no deductibles. If the product is found defective under normal usage, NEC will provide full replacement of the covered part. The Parts Replacement Program will reduce costs, enhance logistics readiness, and increase system reliability.

NEC Direct	Certified Parts Replacement	Software Assurance	Certified Basic Remote Monitoring	Certified Advanced Remote Monitoring	Certified Remote Support	Certified Onsite Repair <sup>2</sup>	Certified On Premise Services
24/7 Event and Alarm Monitoring			X	X	X	X	X
Critical Event and Alarm Notification			X	X	X	X	X
On-Demand Reports via Portal			X	X	X	X	X
Monitoring of Legacy TDM Voice Platform				X <sup>4</sup>		X <sup>4</sup>	X <sup>4</sup>
Environmental Alarms				X <sup>4</sup>		X <sup>4</sup>	X <sup>4</sup>
Out-of-Band Access				X <sup>4</sup>	X <sup>4</sup>	X <sup>4</sup>	X <sup>4</sup>
Availability Monitoring			X <sup>1</sup>	X	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>
Voice Quality Monitoring			X <sup>1</sup>	X	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>
Data Network Monitoring				X <sup>1</sup>		X <sup>1</sup>	X <sup>1</sup>
Application Monitoring				X <sup>1</sup>		X <sup>1</sup>	X <sup>1</sup>
Flexible Contract Terms	X	X	X	X	X	X	X
Contract Management	X	X	X	X	X	X	X
Auto Renewals	X	X	X	X	X	X	X
Annual True-ups	X	X	X	X	X	X	X
Protected Labor Rates	X	X	X	X	X	X	X
Customized Service Levels	X			X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>
24/7/365 Access to NEC Customer Contact Center	X	X	X	X	X	X	X
Access to NEC Customer Web Portal	X	X	X	X	X	X	X
Online Inventory Management			X	X	X	X	X
Access to Online Documentation and User Guides <sup>5</sup>	X	X	X	X	X	X	X
Access to Online Training <sup>5</sup>	X	X	X	X	X	X	X
Access to a Online Knowledge Base <sup>5</sup>	X	X	X	X	X	X	X
Access to the Software Assurance collaboration site <sup>5</sup>		X					
Bug fixes and Service Packs		X					
Software upgrades		X					
Access to new feature sets		X					
Advanced Replacement Program	X						
Incident Management					X	X	X
Covered Repair/Support Labor					X <sup>3</sup>	X	X
9/5 Service Call Availability					X	X	X
NBD Response Time SLA for Routine Maintenance					X	X	X
24/7 Service Call Availability					X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>
4 Hr. Response Time SLA for Major System Faults					X <sup>1</sup>	X <sup>1</sup>	X
MACD Program					X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>
Onsite Critical Spares						X <sup>1</sup>	X <sup>1</sup>
Annual Preventative Maintenance						X <sup>1</sup>	X
Disaster Recovery Planning						X <sup>1</sup>	X <sup>1</sup>
Dedicated On Site Service							X

<sup>1</sup> Optional Upgrade or Add-on Service.  
<sup>2</sup> Includes Certified Remote Support and Basic Remote Monitoring. Can upgrade to Advanced Remote Monitoring for an additional fee.  
<sup>3</sup> Only covers labor for remote support. Does not cover labor if onsite dispatch is required to resolve.  
<sup>4</sup> Requires the purchase of the (i) View OTB End Point  
<sup>5</sup> Coming Soon

**Upon award, key individuals identified will be assigned to the listed work and will not be substituted with other personnel or reassigned to another project without the County’s prior approval. Should a resource become no longer available for reasons out of NEC’s control, a replacement resource will be assigned with the required skillsets for the listed work**

Team Qualifications

Lead Service Manager- Area Service Manager

- 35+ plus years in the telecommunication industry, 22+ years with NEC as PM and Service Manager
- Manages the Western Region accounts including the three on-sites and acts as main contact for the County on any service related, MAC or new project items.
- Delivers the monthly sick time report to the county to track resource hours spent and away from the County’s campuses.
- Works with the County’s representatives on billing and invoices items
- Assigned as the Lead Project Manager over the migration to VoIP in 2015
- Assigned as the Area Service Manager in 2017

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On-Site Personnel

Technician-Sr with NEC since 1990 (Permanent Resource)

- Performs daily trouble ticket support as well as ordering and processing of TSR activity between NEC and the County of Santa Barbara. Acts as the lead for the County's cabling contractor to ensure the billing for each service item is completed and billed to allow the County to invoice the end-users.
- Responds to trouble tickets, in both the North and South County regions.
- Previously held the position of Project Manager for all contractor cabling and networking while assigned at an end user account.
- Has been assigned to multiple NEC onsite accounts where he either worked as a single presence or in a team environment.

Certifications:

- Univerge 3C Architecture & Overview
- IP Networking Configuration
- License Manager Client
- SV9500 Appliance
- SV500 Prepackaged
- SV8100 Installation and Configuration
- SV8300 Installation and Configuration
- SV8500 Installation and Configuration
- SV9500 Installation and Configuration

Technician-Sr with NEC since 2019 (Permanent Resource)

- Responds to trouble tickets, primarily in the South Santa Barbara County region.
- In these assignments, performs both break-fix and change order activities including installs.

Certifications:

- Smart Access (Univerge Blue)
- SV9500 UMGi
- SV8500 MG-SIP
- SV9500 MG-SIP
- Global Navigator
- LMC License Manager Client
- Univerge 3C Architecture & Overview
- SV9500 TDM & IP CCIS
- UCE Platform (OW5000)
- SV9500 Prepackaged
- Call Center WorX
- UM8700 Core & Administration
- SV9500 Appliance

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Technician Master with NEC since 1990 (Permanent Resource)

- Performs daily trouble ticket support in both the North and South County regions.
- Has been the lead technician on several NEC new client installations, upgrades and service reports.
- Has been assigned to multiple NEC onsite accounts where he either worked as a single presence or in a team environment.

Certifications:

- IP Networking Configuration
- Univerge Blue Smart Access
- Univerge 3C product architecture & overview
- FDA Server installation
- Univerge 3C
- UM8700 Unified Messaging and Web Applications & Advanced Administration
- UCE Mobility
- SV9500 mg-sip
- SV8100 netlink and SIP trunking
- SV9500 UMGi
- Global Navigator
- Call Center WorX
- License Manager Client
- SV9500 TDM & IP CCIS
- UCE Attendant (UA5200)
- UCE Platform (OW5000)
- SV9500 IP DECT
- SV9500 Prepackaged & Appliance
- SV9300 Foundation
- Univerge WLAN G3

- 7. Requirements Matrix:** Provide a detailed matrix of all aforementioned solution requirements as specified within **Section III “SCOPE AND SPECIFICATIONS.”** For each requirement, identify if the proposed solution meets or does not meet the requirement. If a requirement is not met, provide comments that explain why.

Scope of Services	Solution Meets Requirements
County has approximately 13,200 ports, which includes analog, digital, IP stations, trunks, and other miscellaneous ports.	Yes
County has 10 NEC SV9500 nodes, which are distributed in the Santa Barbara, Lompoc, Solvang, and Santa Maria areas.	Yes
SR-MGCs are used for some of the critical sites to support local survivability.	Yes
County uses UM8700 in a Neverfail configuration for unified messaging. The system has 120 ports, which are located at the following sites:	Yes
County has the following call center applications	Yes
Call Center Worx agents in all 10 nodes	Yes
Global Navigator	Yes
UCB at the Emergency Operations Center	Yes
SPOK is used for 911 applications.	Yes
MTS is used for call accounting and billing.	Yes
Nuance is used for voice recognition and has 4 ports	Yes – Best Effort for EOL Product
OW5000/MA4000 is used for system management and enhanced features.	Yes
Voice over IP (VoIP) paging servers for zone paging for IP phones.	Yes
All 10 nodes have remote NEC Command Premium monitoring service.	Yes
Local Area Network	Yes
County’s core and distribution switches are Cisco.	Yes
County’s edge/access switches are Juniper and Alcatel, which are Power over Ethernet (PoE).	Yes
A converged Ethernet port is being used for telephones.	Yes
Ethernet switches are not in scope.	Yes
Wide area Network—Site-to-Site Connectivity (WAN). County uses the following WAN connectivity:	Yes
County-owned and leased fiber.	Yes
Private MPLS.	Yes
CenturyLink Ethernet.	Yes
Site-to-site VPN over Ethernet.	Yes
County’s WAN is not in scope. This is being provided for information only.	Yes

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**8. Work History:** Provide a list of all projects completed by your company in the past five (5) years as well as any currently underway that are similar in nature and scope to this project. Select one (1) successful project to elaborate on what made the project a success and how the outcome satisfied your client's goals and objectives for the project. Select one (1) challenging project to elaborate on any barriers to success you encountered and how your company addressed the difficulties. Ideally, the work examples will include similar projects performed for other California counties, other government agencies in the United States, and other large and complex organizations.

### County of Merced

Phased migration to condense NEC 3C system of 1000 users to the SV9500. Then migrated SV9500 to fault tolerant servers. Completed SIP trunking to existing PRI network, leaving one PRI for the E911 solution. Installed several UG-50 to support county's analog stations and trunks. Migrated existing BCT Call Center users to new instance of the BCT for Behavioral Health Departments.

**Challenges & barriers:** The World's shutdown due to Covid 19 brought all on-site activities to a halt. Equipment was delayed in shipping to site and when it arrived, the would-be traveling NEC Engineers continued the installation of the fault tolerant servers by remote access to the County's network. The implementation of the UG50's through-out several departments in the County was a challenge that we overcame by utilizing local safe-distancing, vaccinated resources to install the hardware at the remote locations.

**Project success, outcome:** When restrictions were lifted, NEC rallied an all-hands-on deck engineering crew. The Scope of Work was forced to be altered to instead of two phases, several weekly phases were scheduled in a more Agile implementation approach to move singular departments and buildings currently supported on the NEC 3C system over to the centralized SV9500 at the Admin building. Change orders to replace entire departments desktop phones to support a work-from-home configuration were accomplished. The county's board approval was required and gained for several different aspects of the implementation that could not have been foreseen before the Pandemic. Overall, the client deemed our efforts a success with the alternative approaches to deliver the items in the SOW while augmenting the task lists where/when it was necessary.

### County of Santa Barbara

Upgraded 10 SV9500's from Version 6, CP02 CPU's to Version 10, CP03 CPU's.

Activities included the setup of a lab for the CP03's to be tested with the County's existing database(s), download of the latest version software, scheduling a implementation every two weeks in afterhours events to install the new hardware and software version loads. Post installation on-site support to ensure continuity within the departments.

### Santa Clara Valley Medical Center

Upgraded 10 SV9500 from Version 7, CP02's CPU's to Version 10, CP03 CPU's.

Activities included the setup of a lab for the CP03's to be tested with the County's existing database(s), download of the latest version software, scheduling an implementation every month in afterhours events to install the new hardware and software version loads. Post installation on-site support to ensure continuity within the departments.

### **University of New Mexico**

Upgrade of 9 SV9500's in Fusion Network to Version 10. Activities included the setup of a lab for the download of the latest version software, scheduling of the upgrade with 5 traveling NEC engineers. Post installation on-site support to ensure continuity within the departments.

### **City College of New York**

Installation services, training and software assurance to install a BCT Contact Center Solution equipped for 100 agents and 13 Supervisors. This is replacing the existing internal ACD Agents and GNAV Supervisors and reporting system. Physical or Virtual Servers with operating system being provided by City College of New York

### **Community Hospital of Monterey Peninsula**

Activities included; Installation of (8) new chassis, (2) redundant CPU's, (57) Common Control/Power Supplies and new Line/Trunk circuit cards, migrate existing UG50's adding & (79) trunk licenses and (490) station user licenses. Migrate (569) station user licenses, migrate NCN (144) Fusion trunk and (144) CCIS trunk licenses. Installation of NEC's Meeting Center Conference unit adding (48) ports. Migrating existing database, re-cross connects over (1,000) jump cables for stations and trunks. Test integration with EICC Call Center, UM8700 and Call Accounting.

### **City of Glendale**

Upgraded 2 SV9500's from Version 5 to Version 7.

Activities included the setup of a lab with the existing database(s), download of the latest version software, scheduling an implementation in two phases in afterhours events for City Hall and the Glendale Police Department. Post installation on-site support to ensure continuity within the departments.

### **Dodge & Cox Investment Firm**

Activities included migration from the NEC SV8500 PBX to the latest generation communication system, (2) NEC FT (Fault Tolerant) with 320 VM Server with Express Cluster. One main system in San Francisco and a Disaster Recover location in San Ramon. Replacement of CPU's and common control cards. Upgrade existing station and trunk cards with replacement EProms. San Francisco can "failover" to San Ramon via the customer's network. The FT Server supports the OW5000 Server that runs the UA5200 (Consoles) and the new LYNC Call Connector interface. NEC upgraded the UCE server by using the NEC FT Server utilizing VMWare. NEC will be changing all of the DID station numbers from 3 digit to 4-digit numbers.

### **Western New Mexico University**

Upgraded 1 SV9500 from Version 7, CP02's CPU's to Version 10, CP03 CPU's.

Activities included the set-up of a lab for the CP03's to be tested with the University's existing database(s), download of the latest version software, scheduling an implementation in afterhours event to install the new hardware and software version loads. Post installation on-site support to ensure continuity within the departments.

### **RWJBarnabus Health**

Activities included the installation of SV9100 with (1) PRI, (24) Digital Station Ports, (18) Digital Telephones, (8) 24-button DT530 telephones, (10) 12-button DT530 telephones, UM8000 voice messaging (24) users and auto attendant. Install two (2) 25' Switch Tails, Cross-connect (24) digital station ports, Desi/place and test (18) digital telephones. Cutover was performed during normal business hours, post cutover support.

### **RWJBarnabas Health**

NEC provided an implementation of UCE MA400 and software for the installation of Emergency On-Site Notification and Emergency Location Manager software features for E911 Compliance. The applications installed on the stand-alone UCE servers at Hamilton and Clara Maass. MA4000 will be installed on virtual server instances on the North and South FT Servers for the following sites UCE Servers. North FT will have (2) instances - one for NBI and one for SBMC. South FT will have (2) instances - one for CMC and one for MMC. The sites that are covered by each of the UCE Servers and are included within the configuration are as follows: RWJ University Hospital Hamilton Clara Maass Medical Center Monmouth Medical Center - supports MMC and SBO Community Medical Center - supports CMC and MMC South St. Barnabas Medical Center - supports SBMC, Corp and ACC Newark Beth Israel Medical Center.

### **RWJBarnabas Health – Somerset**

Activities included the installation of interface cards into (3) UG50s, (160) Analog Station Ports, (32) Digital Stations. Programming of (160) IP Stations, (32) Digital Stations and (160) Analog Station Ports.

### **City College of New York**

NEC provided hardware, software, professional services and software assurance to implement an E911 solution for City College of New York. Included in the project was an upgrade of the SV9500 systems (NAC and Admin) to version 10 with new CPUs and a migration upgrade to new Customer provided hardware on virtual servers of the existing NEC UCE application and implement MA4000 and Emergency On-Site Notification for E911 screen pop on-site at Security. In addition, NEC programmed the SV9500 systems (NAC and Admin) with dispatchable location information to be sent over SIP trunks when a 911 call is made.

### **State of Maryland – St. Mary's College**

Install and new (2) SV9500, all IP only platform.

Activities included reusing some existing TDM equipment & UG50 Gateway download of the latest version software, installation of (652) IP telephones, (5) UCE clients, (5) MLC clients, and UM8700 voicemail with (688) Unified Messaging MBX's. Post installation on-site support.

### **State of Maryland - Elkton District Court**

Activities included the installation of an SV9500SE with Geo-redundancy, (35) DT500 series phones – DTK-24D-1, black, NEC BCT Call Center application for 20) agents and (3) supervisor clients. UM8700 Voice Mail with VoIP integration.



**State of Maryland - Prince Frederick District Court**

Activities included the installation of an SV9500SE with Geo-redundancy, (35) DT5000 series phones – DTK-24D-1, Black, UM8700 Voice mail with VoIP integration

**State of Maryland - Leonardtown District Court**

Activities included the installation of an SV9500SE with Geo-redundancy, (35) each, DT500 series phones (DTK-24D-1, black), UM8700 Voice Mail with VoIP integration

**State of Maryland - Essex District Court**

Activities included the installation of an SV9500 with full redundancy, Utilize centralized voice mail at Towson District Court.

**State of Maryland - Bel Air District Court**

Activities included the installation of an SV9500SE with georedundancy, (40) DT500 series phones – DTK-24D-1, black, NEC BCT Call Center application for (40) agents and (4) supervisor clients, UM8700 Voice Mail with VoIP integration.

**State of Maryland - Glen Burnie District Court**

Activities included the installation of (70) phones and licenses, (2) UG50's, SR node to support entire site with Geo-redundancy, PRI blade, COT blade, and trunk licensing to support one (1) PRI and four (4) copper trunks.

**State of Maryland - Sweeney District Court**

Activities included the installation of use of existing licenses to support the Glen Burnie District Court location via UG50 gateways, supporting (50) phones, (24) trunks for a PRI and (4) copper trunks. NEC BCT Call Center application for (60) agents and (5) supervisor clients, supporting Sweeney and Glen Burnie

**State of Maryland - Towson District Court**

Activities included the installation of NEC BCT Call Center application for (100) agents and (5) supervisor clients.

**State of Maryland - Hyattsville District Court**

Activities included the installation of NEC BCT Call Center application for (30) agents and (5) supervisor clients.

**State of Maryland - Upper Marlboro District Court**

Activities included the installation of NEC BCT Call Center application for (100) agents and (5) supervisor clients.

**State of Maryland – Salisbury University**

Activities included the integration of Microsoft Teams into the NEC Phone System. Integration enables users to make calls from both systems and facilitate internal calling through appropriate programming. NEC's SBCs are in place to handle call routing to Microsoft Teams via direct routing and to the NEC PBX via a SIP tie line.

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**City of Austin – Austin Airport (ABIA)**

Activities included the installation of SV9500 of the CPU's, added PAD cards, SBCs, and SIP trunks, replace (4) SCF-CP03-B, (6) - CFAST-16GB PROGRAMMED-SV95, (100) - MG-SIP SW TRK-1 LIC, (2) Sonus/Ribbon SBCs, (4) 7U PAD cards with 8U sleeves. Cutover Of (10,000) DID's after hours, all completed in one evening. Upgraded the UM8700 and MA4000.

**City of Austin – Austin Airport (ABIA)**

Activities included the migration of the majority of their existing SV9500 TDM network to the virtual SV9500 that is installed in the SFA VMWare environment and hosting NEC IP phones & ACD. The hardware was recently upgraded to CP03-B CPU's, allowing the SV9500-0 software to be upgraded to current release. This project consists of the installation, configuration, and testing services as specified to successfully replace the existing CCWX ACD with T-Metrics Contact Center. Adding new standard and basic user IP station licenses to the virtual SV9500 and provided (2,267) new DT920 8 Button Self-Label IP phones. Also replaced the 8U EOS Port Interface Rack modules with new 7U Port Interface Rack modules, new 7U circuit cards, (96) new 24 button digital display phones, and converting from DC power to AC power within SV9500.

**Signature Healthcare**

Activities included the hardware and professional services to perform the migration and upgrade of the SV9500 CPU (CP02) and replacing them with new CPU's (CP03's). Also replaced (4) SR-MGC Survivable Nodes at (4) different locations within the hospital's network, upgraded the Geo-Node software, and integration with application servers, SIP Trunking and dialing plan.

9. **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.
10. **Fee Schedule:** Provide your proposed fee on the reply form provided as **Attachment C – SBC Pricing Workbook**. The Fee Schedule must include a detailed breakdown for each Task that identifies labor costs, administrative costs, and travel costs. For labor costs, specify the estimated number of hours. For any tasks within the scope of the project, which may have a wide range of costs depending on the recommendations selected by the County, provide a range of costs and hours (minimum and maximum) with criteria for determining where the actual work performed falls within the range.

- Please provide your response in Attachment C - SBC Pricing Workbook.

**Submittal:** Responders must first register on the County of Santa Barbara Public Purchase website at <https://www.countyofsb.org/1580/Bid-Opportunities>.

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Successful registration will allow responders to receive updates to the bid process and to upload final submittal packages. Responders must submit the proposal before 2 p.m. Monday, March 25, 2024. Hard copy submissions will not be accepted.

## **VI. REGISTERING WITH PUBLIC PURCHASE**

### **1. Registering**

**Registering:** Companies wishing to submit a proposal on 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 to the bid 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 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 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 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 Wednesday, February 28, 2024. The County will publish answers to the questions in an addendum to the RFP on Thursday, March 14, 2024.

#### **Submit Question Instructions:**

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

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- 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 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 conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the Responder selected.

## **VII. OTHER REQUIREMENTS**

1. **Additional Requirements:** Please refer to **Attachment D** for additional Responder requirements for this RFP. This includes terms and conditions in the event of any future contract, which are included in the County's standard Template for Agreement for Services of Independent Contractor (**Attachment E**).

## **VIII. 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:** In evaluating each reply, the County will consider several factors, including but not limited to, the following evaluation criteria:
    1. **Assigned Project Staff:** Provide an overview of the team's recent project involvement, detailing each member's assigned task, workload, and their current availability and accessibility for this project.
    2. **Experience of Company and Sub-Contractors:** Expertise of the company and sub-contractors in the fields necessary to complete the tasks; and quality of recently completed projects, including adherence to schedules, deadlines, and budgets; and experience with similar projects; and results of reference checks.
    3. **Technical and Financial Reviews:** Following the evaluation of the written proposals, the County will, at their sole determination, invite Responders for Technical and Financial Reviews. The County considers the Technical and Financial Reviews to be critical in determining the responsiveness of
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proposals submitted. Attendance is mandatory. The Technical and Financial Review provides each Responder the opportunity to clarify their response with the County.

4. **Cost:** Fee structure to complete the project.
  5. **Knowledge:** Must demonstrate a thorough understanding of the project and scope of work, and create an innovative approach to the project.
3. **Finalists Presentations:** Selected finalists may be required to present their proposals to the Evaluation Committee. If selected as a finalist and a presentation is deemed necessary, a comprehensive package outlining the presentation requirements will be provided.
4. **Selection of Finalist:** The Evaluation Committee will select the company with the highest ranked proposal and presentation as the recommended finalist. The County intends to award this contract to the company that it considers will provide the best overall solution to the County. The County reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

**Protests Procedures:** Protests regarding the contract award must be submitted in writing via e-mail to the Chief Procurement Officer, Phung Loman, at [ploman@countyofsb.org](mailto:ploman@countyofsb.org) no later than 5:00 PM PST of the fifth (5) business day following the posting of the written notice of Intent to Award to Public Purchase. Public Purchase is a web-based eProcurement service that Santa Barbara County Purchasing partners with to post bid notifications and transmittal of bid solicitations.

The award protest must include:

- The name, address, and telephone number of the protester;
- The solicitation title and due date;
- A detailed statement of the legal and/or factual grounds for the protest.

It is the Protestor's responsibility to ensure that the Chief Procurement Officer receives its Protest. The County is not responsible for e-mail transmission failures due to error, file size, or any other factor and encourages Protestors to confirm receipt.

Protestor must also submit, in writing, a copy of the Protest directly to Protested vendor.

All responses and replies must be in writing. If any Protested vendor desires to respond to the Protest, the Response must be submitted in writing via e-mail to the Chief Procurement Officer within five (5) business days of the date the Protest was first delivered to all Protested vendors

A proposer's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

Throughout the protest review process, the County has no obligation to delay or otherwise postpone an award of a contract. The Chief Procurement Officer shall attempt to resolve the

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Protest in a fair and equitable manner and shall render a written decision to the Protestor within fifteen (15) business days. The County reserves the right to extend the deadline for good cause. The decision will be transmitted via e-mail to the Protestor. The decision of the Chief Procurement Officer will be final.

### **IX. RFP TIMELINE**

February 15, 2024	RFP published by County
February 28, 2024	Deadline for Vendors to submit RFP Questions
March 14, 2024	Answers to RFP Questions published by County
March 25, 2024	Proposal Reply deadline (2 p.m. PST)
Est. April 22 – April 24, 2024	Selected finalists notified by County to participate in presentations
May 13, 2024 – May 17, 2024	Vendor presentations made to the Evaluation Committee
TBD	County completes final evaluation
TBD	Intent to Award

## Attachment A – Listing of County Departments and Websites

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### **Functional Groups and Departments**

### **Websites**

#### **Policy & Executive:**

1. Board of Supervisors <http://countyofsb.org/bos>
2. County Executive Office <http://countyofsb.org/ceo>
3. County Counsel <https://www.countyofsb.org/2062/County-Counsel>

#### **Public Safety:**

4. District Attorney <http://countyofsb.org/da>
5. Probation <http://countyofsb.org/probation>
6. Public Defender <http://countyofsb.org/defender>
7. Fire <http://www.sbcfire.com>
8. Sheriff-Coroner <http://www.sbsheriff.org>

#### **Health & Human Services:**

9. Public Health <https://www.countyofsb.org/phd>
10. Behavioral Wellness <https://www.countyofsb.org/behavioral-wellness>
11. Social Services <http://countyofsb.org/dss>
12. Child Support Services <http://www.countyofsb.org/css>
13. First 5 <http://first5santabarbaracounty.org/>

#### **Community Resources & Public Facilities:**

14. Agricultural Commissioner/Weights & Measures <http://countyofsb.org/agcomm/>
15. Planning & Development <http://sbcountyplanning.org>
16. Public Works <http://countyofsb.org/pwd>
17. Community Services <http://www.countyofsb.org/csd>

#### **General Government & Support Services:**

18. Auditor-Controller <https://countyofsb.org/auditor/>
19. Clerk-Recorder-Assessor-Elections <http://sbcaessor.com>
20. General Services <http://countyofsb.org/gs>
21. Human Resources <http://countyofsb.org/hr>
22. Treasurer-Tax Collector-Public Administrator <http://www.countyofsb.org/ttcpapg/index.aspx>

## Attachment B – Mandatory Reply Form: References

R-1.	Company Name	University of New Mexico
	Address	2701 Campus Blvd
	City / State / Zip	Albuquerque, New Mexico 87131
	Contact Person / Title	Adiel Sanchez, Associate Director Enterprise Voice, Wireless, & Alarms Services
	Phone	(505) 238-5472
	Date Services Began and Ended	1980 to present
	Brief Description of Services	NEC installed and currently supports the University's 10 SV9500 Fusion Network. UNM has a combined IP and digital line size of over 22,000 with several NEC specific applications.
R-2.	Company Name	County of Merced
	Address	2222 M Street
	City / State / Zip	Merced, CA 95340
	Contact Person / Title	Rita Cartagena, Network Systems Analyst II
	Phone	209-385-7507 x 4390
	Date Services Began and Ended	1989 to present
	Brief Description of Services	NEC installed and currently supports the County's SV9500 System hosted on NEC's Fault Tolerant servers. The County has a combined IP and digital line size of over 5,000 with several NEC specific applications.
R-3.	Company Name	Community Hospital of Monterey Peninsula
	Address	23625 Holman Highway
	City / State / Zip	Monterey, CA 93940
	Contact Person / Title	David Avila, Biomed Supervisor
	Phone	831-622-2622
	Date Services Began and Ended	1997 to present
	Brief Description of Services	NEC installed and currently supports the Chomp's (3) SV9500 Fusion Network and numerous clinics in the Monterey and Salinas areas. Chomp has a combined IP and digital line size of over 3,500 with several NEC specific applications.



## **Attachment C – Mandatory Reply Form: SBC Pricing Workbook**

See Attachment C – SBC Pricing Workbook

## Attachment D – Additional Responder Responsibilities and Requirements

### I. INTRODUCTION

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- 1.1 **RFP** - The County of Santa Barbara, through its Procurement Services Division (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 friendly. 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.
- 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 Division of the General Services Department, including its Chief Procurement Officer (also known as Purchasing Agent) and staff of professional Buyers.
- Department/s or Office* – The County department/s or Office for which this RFP is prepared, and which will be the end user/s 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.
- Agreement* – The form of Agreement attached as Attachment E and incorporated by reference to the RFP.
- Contract* – The legally binding contract between and executed by County and the Responder who thereby becomes the Supplier or Contractor.
- Vendors* - All entities which may provide the subject goods and/or services.
- Responder* - Any entity submitting a Reply to this RFP. Vendors who may be invited to respond or who express interest in this RFP, but who do not submit a Reply, have no obligations with respect to the RFP requirements.
- Supplier or Contractor* - The Responder whose Reply to this RFP is found by Procurement to suit the best interests of the County. Supplier may be selected for conditional award and will enter into a Contract, in substantially the form as the Agreement, for provision of the goods and/or services described in the RFP.
- 1.2.3 **RFP** – means the Request For Proposals to which this Attachment D is attached, and all other attachments thereto and amendments. 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.
- 1.2.4 **REPLY** - is the documentation submitted in accordance with the RFP instructions, plus all written clarifications we may request. Your Reply does not include any verbal or documentary interaction you may have with us apart from submittal of a formal Reply or response(s) to our written request(s) 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](#).

## Attachment D – Additional Responder Responsibilities and Requirements

Only written communications from a duly authorized County representative may be considered valid. Responder may not consider any oral instructions as an official instruction. Refer to Sections VI and IX 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 IX 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 a Reply shall be made accessible to the Office of the Auditor-Controller for purposes of inspection, reproduction, and audit without restriction. Responder agrees that the County may audit, examine, and copy any and all books, records and information relating to the Responder's services at no cost to the Office of the Auditor-Controller. Each Responder must maintain all records in connection with the Reply submitted by such Responder until a successful Contractor has been announced and/or a Contract has been executed
- 1.7 **CONFIDENTIAL AND PROPRIETARY DATA** - All material received in connection with your Reply will be kept confidential until the County issues a Notice of Intent to Award in connection with this RFP. Your Reply then becomes public information. All information, regardless of whether it is marked confidential or otherwise, submitted in a Reply to the RFP and resulting in any subsequent award to the successful Responder, will 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 prior written approval of the Office of the Auditor-Controller and without appropriate remuneration to the County.

- 1.8 **AWARD** - Award may be made to the Responder(s) whose offer 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 Purchasing to be in the best interest of the County and, as such, will not be determined by price alone.

The County expressly reserves the right, in its sole judgment, to enter into a Contract in connection with this RFP without discussion with the Responders relative to their Replies.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all Replies, with or without cause, to modify, alter, or waive any technicalities or provisions, or to accept the Reply or Replies which, in the County's sole judgment, is determined to be the best evaluated offer resulting from negotiation, 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 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 appears 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 of any resulting Contract.

Any proposed pricing must be held firm per the terms of this RFP, 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

## Attachment D – Additional Responder Responsibilities and Requirements

to assist in the evaluation of Replies; however, Consultant(s) will not participate in the scoring of the submitted Replies. 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 Agreements, no Agreement, or to solicit additional offers at a later date.

Each Responder, by submitting a Reply, agrees that if the County accepts its reply, such Responder will furnish all items and services upon the terms and conditions in this RFP, including the provisions of the attached Agreement. Responder replies that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. A Responder may be disqualified and their Reply may be rejected by the County for any of, but not limited to, the following reasons:

- 1) Failure to properly complete the Reply;
- 2) Evidence of inappropriate collusion among the Responders submitting the replies;
- 3) Failure to comply with the specification 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. The Responder agrees at its expense to protect 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 Reply. 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 its decision to enter into a Contract, which is most advantageous to the County. No reply shall be marked "Proprietary," "Confidential," or in any other way to inhibit compliance with 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 the form of the Agreement, in whole or in part, without negotiations. If such negotiations are conducted, however, the following conditions shall apply:

- 1) Negotiations will only be conducted with Responder(s) who submitted a potentially acceptable Reply. The County reserves the right to limit negotiations to those Responder(s) who submitted Replies which received the highest rankings during the initial evaluation phase.
- 2) Terms, conditions, prices, methodology, or other features of Responder's 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 set forth in the Mandatory Reply Requirements in Section V, above, and the Other Requirements in Section VI, 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** - A Responder may modify its Reply via [Public Purchase](#) at any time prior to the Reply Due Date.

## **Attachment D – Additional Responder Responsibilities and Requirements**

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- 1.9 **ACCEPTABILITY** - The County reserves the sole right to determine 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 Contractor’s Reply (to the extent consistent with the RFP and the Agreement and acceptable to the County) will be incorporated into and made a part of any resultant Contract.
- 1.10.1 **PRECEDENCE** - In the event of contradictions or conflicts between the provisions of the documents comprising any possible Contract, they will be resolved by giving precedence in the following order:
- 1) Provisions of the Contract (as it may be amended)
  - 2) Provisions of the RFP (as it may be supplemented prior to entering into the Contract)
  - 3) Provisions of the Contractor’s Reply (as it may be clarified prior to entering into the Contract)

### **2. PRIMARY SPECIFICATIONS**

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- 2.1 **SCOPE OF WORK** - Please see the Scope and Specifications Section III of the RFP for the full details.

In developing your Reply, please be as specific as possible. Respondents are invited to include in their Reply 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 the Mandatory Reply Requirements Section V of the RFP for requested references. The County reserves the right to contact not only those clients provided by a Responder, but any other past or present clients of such Responder, and to utilize such information to assist in determining the acceptability of services to be provided by such Responder when deciding whether to enter into a Contract with such Responder.

### **3. SUPPLIER’S REQUIREMENTS & RESPONSIBILITIES**

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- 3.1 See RFP for further information.

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

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- 4.1 **COMPLIANCE WITH COUNTY TERMS & CONDITIONS** - You agree to be bound by the County’s terms and conditions for independent contractors included in the Template for Agreement for Services of Independent Contractor, attached to and included by reference in the RFP as Attachment E (“Agreement”), including the indemnification and insurance requirements included therein.

- 4.2 **NON-EXCLUSIVE CONTRACT** - Any Contract issued in connection with this RFP 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 changes to contract terms or conditions.

### **5. REPLY PRESENTATION & REVIEW**

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- 5.1 **REPLY CONTENT** - In order to enable direct comparison of competing Replies, you must submit the 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.

## Attachment D – Additional Responder Responsibilities and Requirements

- 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.
- 5.1.4 **SUBMITTAL PACKAGE** – Refer to the Mandatory Reply Requirements Section V 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**

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The mandatory reply forms listed below are required for inclusion in your Submittal Package as specified in the Mandatory Reply Requirements Section V 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
- Attachment C – Mandatory Reply Form: SBC Pricing Workbook

### 7. **ASSIGNMENT**

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Responders may assign or transfer this Agreement with the express written consent of the County, which consent will not be unreasonably withheld or unduly delayed. Upon the County written consent, any such purchaser, assignee, successor, or delegate shall thereupon have all of the rights and responsibilities of the Responder. However, the County may assign any and all of its rights and obligations hereunder without the written consent but upon written notice thereof to the Responder (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger or reorganization; or (4) as part of a bona fide pledge to a third-party lending institution of collateral of the assignor's rights hereunder.

### 8. **MERGERS/ACQUISITIONS**

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The Responder expressly acknowledges that it is an independent contractor. Nothing in this RFP 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.

## **Attachment D – Additional Responder Responsibilities and Requirements**

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The successful Responder shall be required to 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 Agreement resulting from this RFP, the Responder shall merge or be acquired by another firm, the following documents must be submitted to the County:

- 1) Corporate resolutions prepared by the successful Responder and new entity ratifying acceptance of the original Agreement, terms, conditions and process.
- 2) New Responder's Federal Identification Number (FEIN).

# Attachment E - Template for Agreement for Services of Independent 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 {ENTER BUSINESS} with an address at {ENTER ADDRESS} ("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 perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of 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

{ENTER REPRESENTATIVE'S NAME} at phone number {ENTER PHONE NUMBER} is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. {ENTER CONTRACTOR REPRESENTATIVE} at phone number {ENTER PHONE NUMBER} is the authorized representative for CONTRACTOR. Changes to a Party's designated representative 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 Agreement (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: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER} To  
CONTRACTOR: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices 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

CONTRACTOR shall provide to COUNTY the services (the "Services") set out in the Statement of Work attached hereto as Exhibits A and incorporated herein by reference ("Statement of Work"). No work orders or change orders hereunder shall be effective or deemed accepted and incorporated into this Agreement unless signed by each Party's duly authorized designated representative and, if signed other than by the Chair of the COUNTY Board of Supervisors, only to the extent that such COUNTY representative has been expressly delegated such authority by the COUNTY Board of Supervisors ("Board") concurrently with the Board's approval of this Agreement.

### 4. TERM

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services, but no later than {ENTER DATE} unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement.

### 5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement 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.



## **Attachment E - Template for Agreement for Services of Independent Contractor**

### **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 Agreement 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 Agreement 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 perform the Services. Accordingly, CONTRACTOR shall perform all such 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, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, 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 any errors or omissions in the performance of the Services, at COUNTY'S request 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 Agreement. 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. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, 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.

### **10. 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 the performance of services required to be performed under this

## **Attachment E - Template for Agreement for Services of Independent Contractor**

Agreement. CONTRACTOR further covenants that in the performance of this Agreement, 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.

### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement 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, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

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 Agreement (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 Agreement 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. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

### **12. 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.

### **13. 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, or generated by or on behalf of COUNTY in connection with this Agreement ("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 Agreement. 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.

### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement 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 Agreement. 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

## **Attachment E - Template for Agreement for Services of Independent Contractor**

CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement 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 Agreement (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 Agreement, 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.

### **15. 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.

### **16. 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 Agreement 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.

### **17. NONEXCLUSIVE AGREEMENT**

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

### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 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.

### **19. TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement 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.
- For Convenience.** COUNTY may terminate this Agreement 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.
  - For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, 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 Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.

## Attachment E - Template for Agreement for Services of Independent Contractor

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (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 Agreement, 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 Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed 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.

### 20. **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.

### 21. **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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

### 22. **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.

### 23. **TIME IS OF THE ESSENCE**

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

### 24. **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 Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

# **Attachment E - Template for Agreement for Services of Independent Contractor**

## **25. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including all Exhibits attached hereto, 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 Agreement 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 Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## **26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

## **27. 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.

## **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents 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.

## **29. EXECUTION OF COUNTERPARTS**

This Agreement 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.

## **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement, 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.

## **31. SURVIVAL**

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

## **32. 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 the numbered sections of this Agreement shall prevail over those in the Exhibits, other than Exhibit C, which shall control and prevail. If any Statement of Work, work order, change order, or quotes provided by CONTRACTOR incorporated therein, 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 numbered sections of this Agreement and Exhibits B and C hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders or change orders duly executed by COUNTY hereunder, and then (ii) CONTRACTOR's Terms, if any.

# Attachment E - Template for Agreement for Services of Independent Contractor

## Agreement for Services of Independent Contractor by and between the County of Santa Barbara and **NEC Corporation of America**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective on the date executed by COUNTY (“Effective Date”).

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

{ENTER DEPARTMENT NAME}

By: \_\_\_\_\_  
Department Head

**CONTRACTOR:**

{ENTER NAME OF CONTRACTOR}

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_

# Attachment E - Template for Agreement for Services of Independent Contractor

## EXHIBIT A - STATEMENT OF WORK

### Overall scope of work task

- The on-site team responds to the County’s ServiceNow trouble ticket system and to be dispatched by the County representative to support the end users across all the departments. The NEC team resolves and takes corrective action by making changes and/or adjustments as required for resolution.
- Troubleshooting of NEC equipment and/or Telco circuits at the County’s locations.
- Work with management or project management on coordination of logistics for large move/add/change services.
- Assist in providing innovative solutions to existing County topology.
- Perform basic VOIP network readiness assessments using appropriate software and equipment.
- Perform administrative duties and completing appropriate paperwork and documentation according to TSR details including management of the cabling contractor of choice for the County.

### Schedule and ability to complete the project within the County’s recommended time-frame

- On-site support is 8x5 (Monday through Friday, excluding holidays observed by NEC. Workday is 8AM to 5PM Pacific Time.
- SLA is next business day following the request for routine maintenance service. NEC will exercise all reasonable efforts to respond to incidents of Major System Failure within four hours.
- An on-call schedule will rotate between the three on-site technicians to provide 24-hour response to emergencies.
- Remote monitoring will provide alerts and notifications of system outages and alarms

**Romell Matthews, Christopher Schaylo, Rich Lee, Patricia Brierley** 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.

{OPTIONAL}

**{Suspension for Convenience.** COUNTY ‘s designated representative 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.}

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# Attachment E - Template for Agreement for Services of Independent Contractor

## EXHIBIT B

### PAYMENT ARRANGEMENTS

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

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$2,440,516.00** for three (3) year term.

- 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 C**. Invoices submitted for payment that are based upon **Attachment C** 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 C**, 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
<b>25% each annual amount</b>	<b>Quarterly invoices</b>

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.

- A 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.



# Attachment E - Template for Agreement for Services of Independent Contractor

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional 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, his 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: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: 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.
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.

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.

## Attachment E - Template for Agreement for Services of Independent Contractor

### 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 Guiderating 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 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.

## Attachment E - Template for Agreement for Services of Independent Contractor

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.

### **NEC Response to Exhibit C:**

If/when awarded NEC respectfully requests to enter into a contract for the technology and/or services contemplated by this RFP under the same terms and conditions as the mutually agreed Master Purchase Agreement dated July 1, 2019. The Following are Exceptions to RFP 8250001: Exhibit C INSURANCE Cyber Liability: Third Party Liability Coverages-Technology Products and Services \$5M Limit / \$250k retention.

# Financial Results for the Fiscal Year Ended March 31, 2023

April 28, 2023

NEC Corporation

(<https://www.nec.com/en/global/ir/>)

# \Orchestrating a brighter world

NEC creates the social values of safety, security, fairness and efficiency to promote a more sustainable world where everyone has the chance to reach their full potential.

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- \* Net profit refers to net profit attributable to owners of the parent for the same period.

# I . Financial Results for FY23/3

# Summary of Financial Results for FY23/3

FY23/3  
Results

DocuSign Envelope ID: 21505941-00AD-4EE2-AB76-408DDA2643F1

## Revenue and Adjusted Operating Profit/Net Profit Significantly Outperformed Forecasts as of January 30, 2023

Revenue

**3,313.0**

billion Yen

<YoY>

+9.9%

Increased in All Segments

Adjusted Operating Profit

**205.5**

billion Yen

<YoY> +34.5 billion Yen

Increased in All Segments Excluding Network Services

Adjusted Net Profit

**138.6**

billion Yen

<YoY> -28.7 billion Yen

Effectively Increased (excluding the impact of tax expenses)



# Summary of Financial Results FY23/3

FY23/3  
Results

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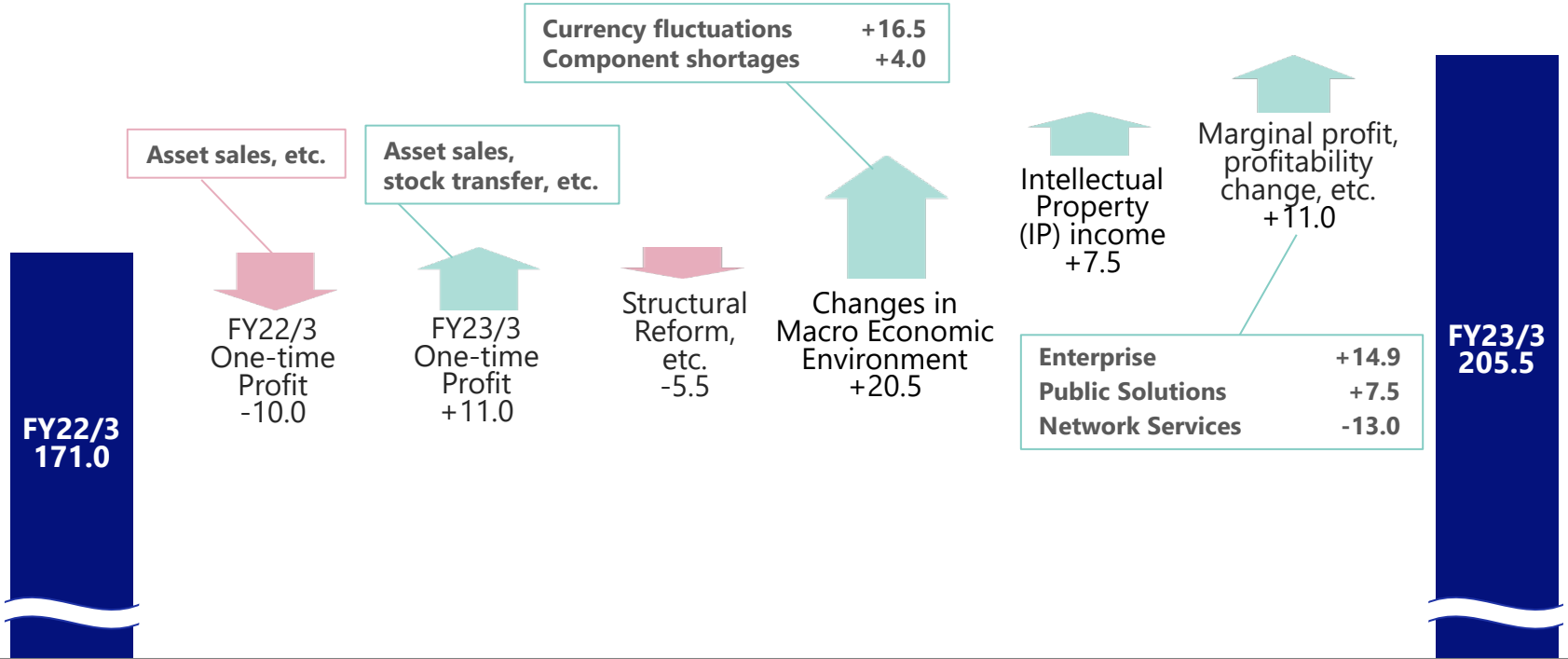
(Billions of Yen)

	Full year			Change from previous forecasts (Jan.30)
	FY22/3 Actual	FY23/3 Actual	YoY	
Revenue	3,014.1	3,313.0	+ 9.9%	+183.0
Operating Profit	132.5	170.4	+37.9	
% to Revenue	4.4%	5.1%	+0.7%	
Adjusted Operating Profit	171.0	205.5	+34.5	+20.5
% to Revenue	5.7%	6.2%	+0.5%	+0.3%
Net Profit	141.3	114.5	- 26.8	
% to Revenue	4.7%	3.5%	-1.2%	
Adjusted Net Profit	167.2	138.6	- 28.7	- 23.6
% to Revenue	5.5%	4.2%	-1.4%	+0.5%
Adjusted EPS (Yen)	614	514	- 100	+87
EBITDA*	304.0	347.8	+43.8	+17.8
% to Revenue	10.1%	10.5%	+0.4%	-0.0%
Free Cash Flows	84.1	102.5	+18.4	- 77.5
Note: Average Exchange Rates (Yen)	USD / JPY	111.55	134.19	
	EUR / JPY	130.47	139.90	
Dividend per Share (Yen)	100	110	+ 10	-

		Full Year		
		FY22/3 Results	FY23/3 Results	YoY
Public Solutions	Revenue	442.6	456.7	+ 3.2%
	Adjusted Operating Profit	35.9	42.7	+6.1%
	% to Revenue	8.1%	9.3%	+1.2%
Public Infrastructure	Revenue	608.4	649.7	+ 6.8%
	Adjusted Operating Profit	59.2	67.3	+8.1%
	% to Revenue	9.7%	10.4%	+0.7%
Enterprise	Revenue	574.7	614.4	+ 6.9%
	Adjusted Operating Profit	57.5	73.4	+15.1%
	% to Revenue	10.0%	11.9%	+1.9%
Network Services	Revenue	511.5	543.4	+ 6.2%
	Adjusted Operating Profit	35.5	24.1	- 11.3%
	% to Revenue	6.9%	4.4%	-2.5%
Global	Revenue	485.6	586.3	+ 20.8%
	Adjusted Operating Profit	26.3	42.9	+16.1%
	% to Revenue	5.4%	7.3%	+1.9%
Others	Revenue	391.2	462.6	+ 18.2%
	Adjusted Operating Profit	13.3	14.7	+1.4%
	% to Revenue	3.4%	3.2%	-0.2%
Adjustment	Adjusted Operating Profit/Loss	- 56.7	- 59.5	- 2.9
Total	Revenue	3,014.1	3,313.0	+ 9.9%
	Adjusted Operating Profit	171.0	205.5	+34.5
	% to Revenue	5.7%	6.2%	+0.5%

# Adjusted Operating Profit Change (Year on Year)

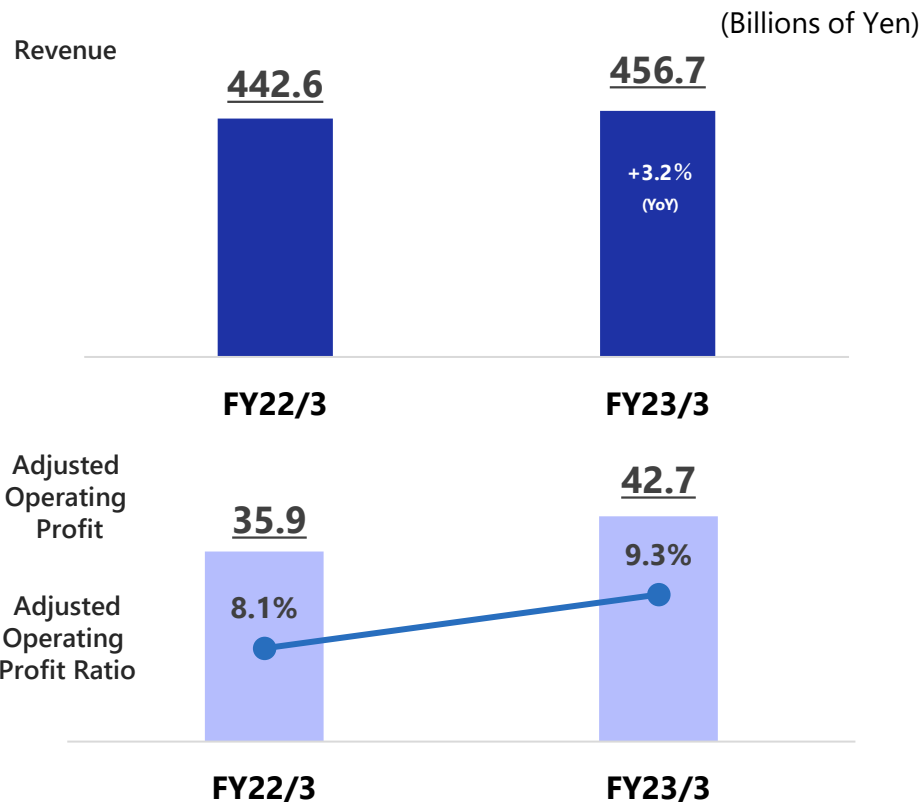
(Billions of Yen)



# Public Solutions Business

FY23/3  
Results

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## Revenue 456.7 (+3.2%)

- Increased in business for SME\* and public / healthcare

\* Small and Medium-sized Enterprises

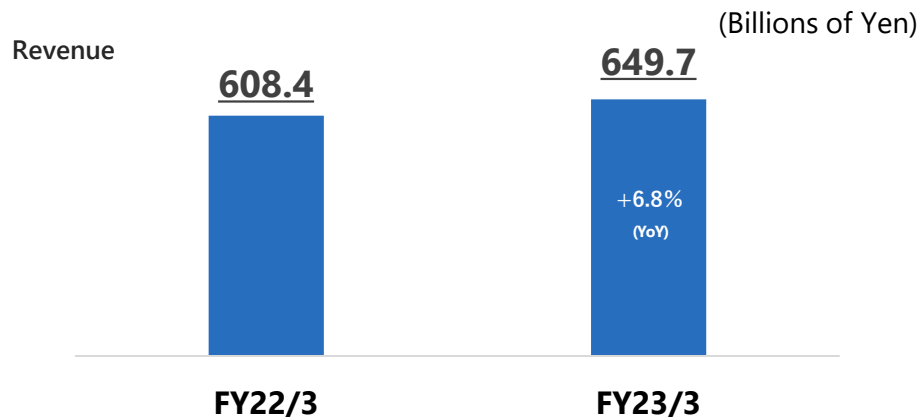
## Adjusted Operating Profit 42.7 (+6.7)

- Increased due to increased revenue and optimized expenses

# Public Infrastructure Business

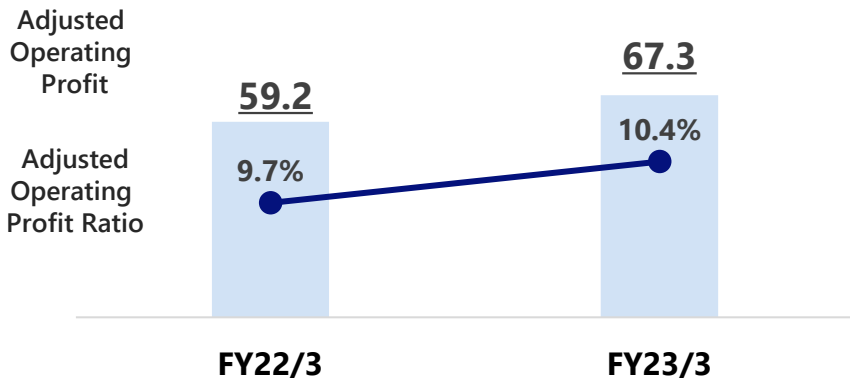
FY23/3  
Results

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**Revenue 649.7 (+6.8%)**

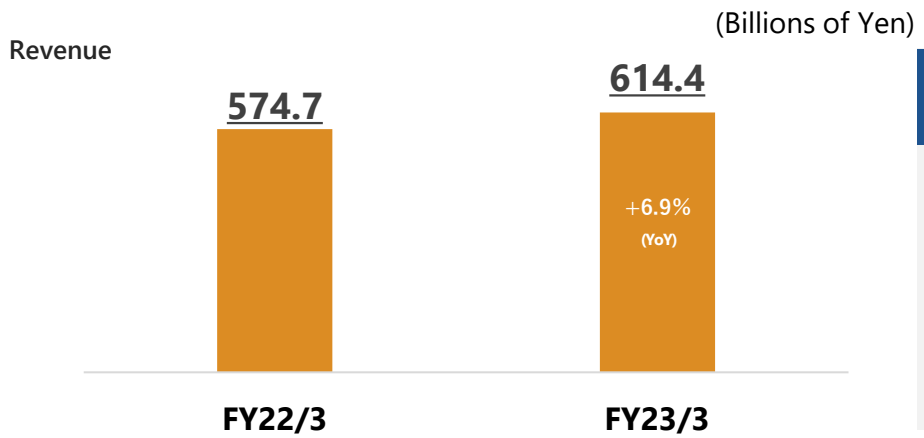
- Increased in business for satellites / defense



**Adjusted Operating Profit 67.3 (+8.1)**

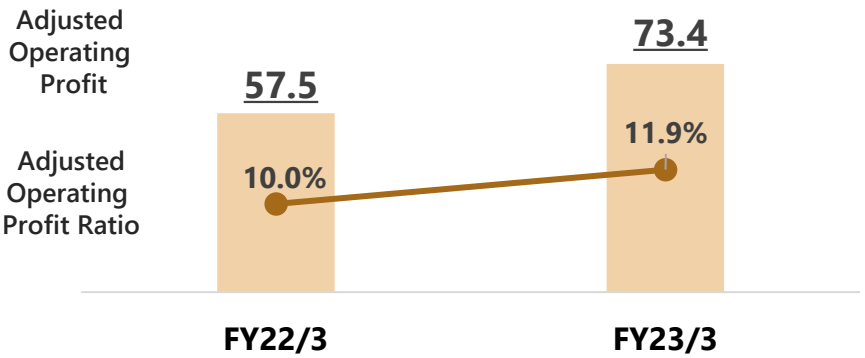
- Increased due to increased revenue
- A decrease in unprofitable projects led by enhanced project management

# Enterprise Business



**Revenue 614.4 (+6.9%)**

- Increased in all domains including business for financial, manufacturing and retail / services



**Adjusted Operating Profit 73.4 (+11.9%)**

- Increased due to increased revenue and profitability in the system integration domains

# Network Services Business

(Billions of Yen)

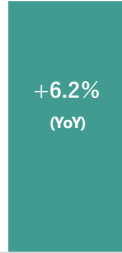
Revenue

**511.5**



**FY22/3**

**543.4**



**FY23/3**

+6.2%  
(YoY)

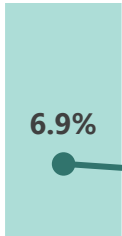
**Revenue**

**543.4 (+6.2%)**

- Increased despite investment restraint by telecom carriers
- Intellectual property income of 10.0 billion yen in Q3

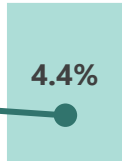
Adjusted  
Operating  
Profit

**35.5**



**FY22/3**

**24.1**



**FY23/3**

**6.9%**



**4.4%**



**Adjusted Operating Profit**

**24.1 (-11.3)**

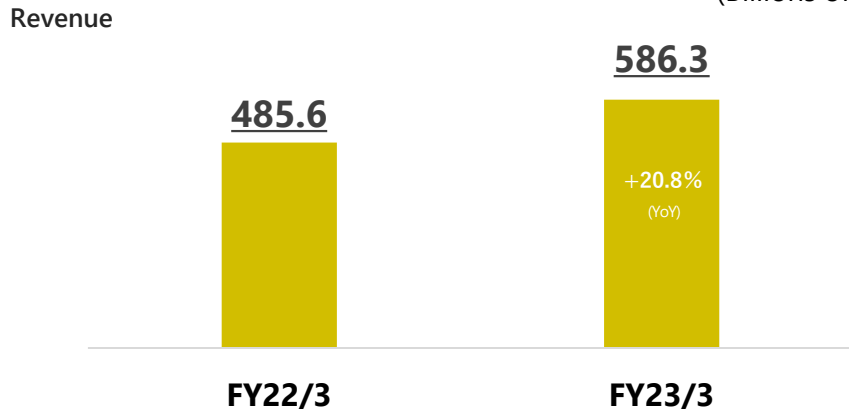
⇒ Please refer to the next slide

## Network Services Business: Adjusted Operating Profit/Loss: YoY Change Factors

(Billions of Yen)

	9 months	Q4	Full Year
<b>FY22/3 Results</b>	<b>15.8</b>	<b>19.7</b>	<b>35.5</b>
Changes in Macro Economic Environment	- 2.0	+ 2.0	-
<b>Business Operation Related</b>			
Streamlining assets	- 7.0	- 1.4	- 8.4
Strategic Projects	- 5.5	-	- 5.5
Strategic Expenditure	- 4.5	-	- 4.5
Others	- 7.4	+ 12.8	+ 5.4
Structural Reform Expenses, etc.	-	- 3.3	- 3.3
IP Income	+10.0	- 5.0	+ 5.0
<b>Total</b>	<b>- 16.4</b>	<b>+ 5.1</b>	<b>- 11.3</b>
<b>FY23/3 Results</b>	<b>- 0.6</b>	<b>24.7</b>	<b>24.1</b>

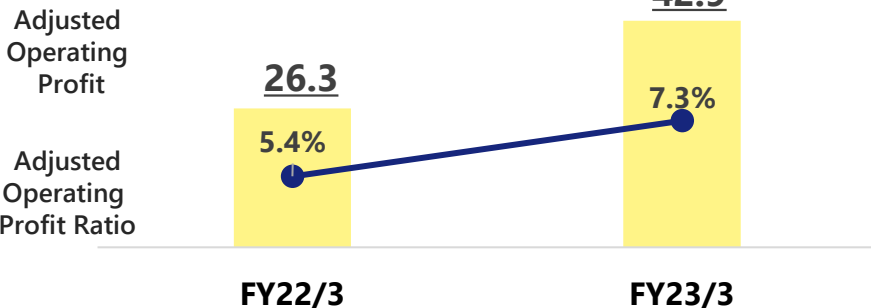
Revenue (Billions of Yen)



## Revenue 586.3 (+20.8%)

- Increased in major business domains such as software-related businesses\* and submarine systems

\*OSS/BSS and Digital Government / Digital Finance



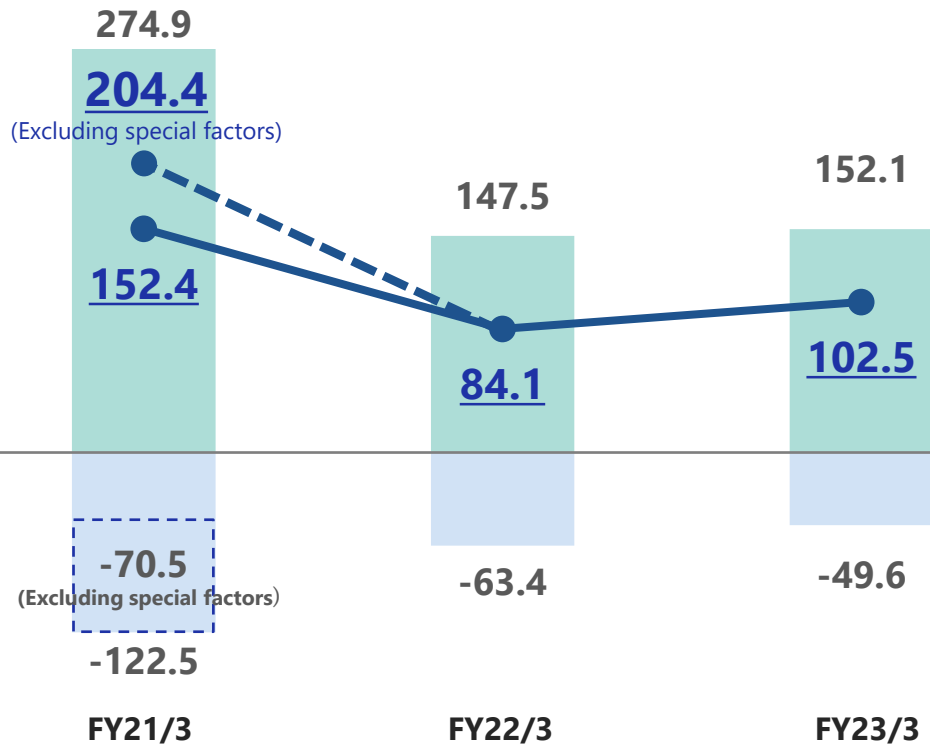
## Adjusted Operating Profit 42.9 (+16.6)

- Progress of business portfolio transformation
- Profitability improved in major business domains



# Free Cash Flows

(Billions of Yen)



● **Cash flow from operating activities**

**YoY +4.6**

-Increase in adjusted operating profit	+34.5
-Changes in strategic inventories	approx. +85.0
-Increase in working capital balance due to revenue increase, etc.	approx. -115.0

● **Free cash flows**

**YoY +18.4**

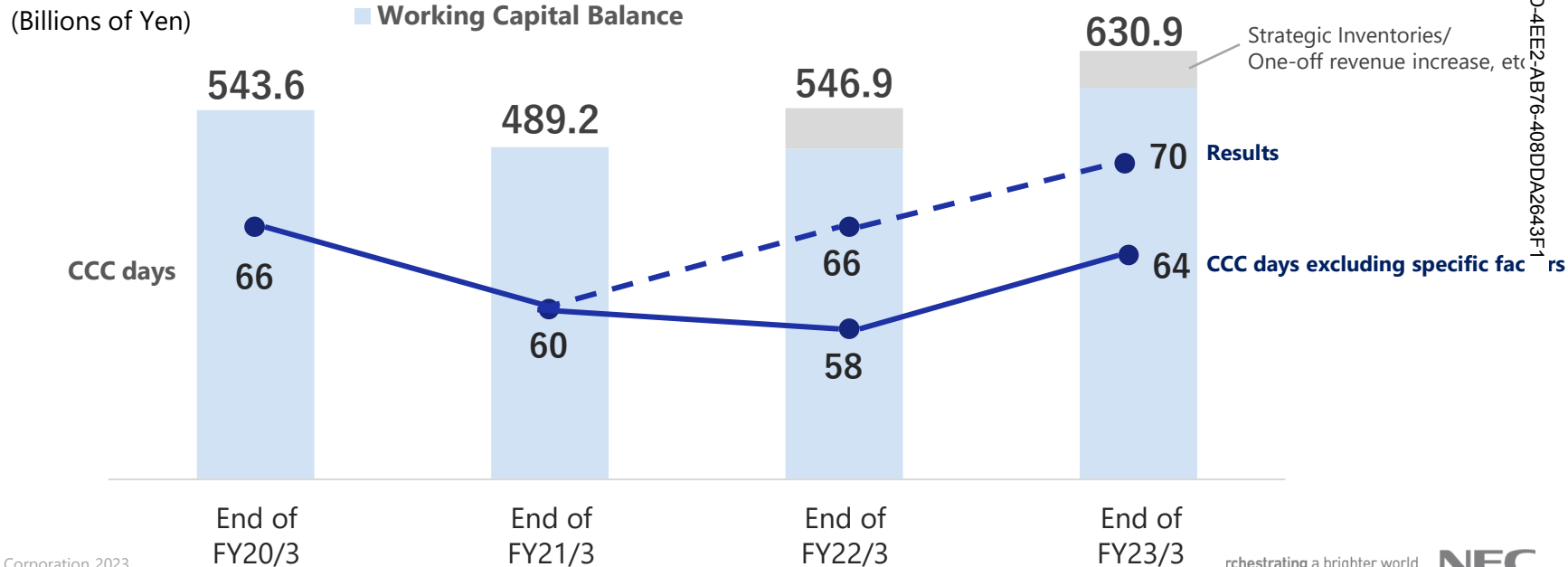
● **Cash flow from investing activities**

**YoY +13.8**

-Decrease in M&A related expenditures	approx. +15.0
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# CCC (Cash Conversion Cycle) Promotion Activities

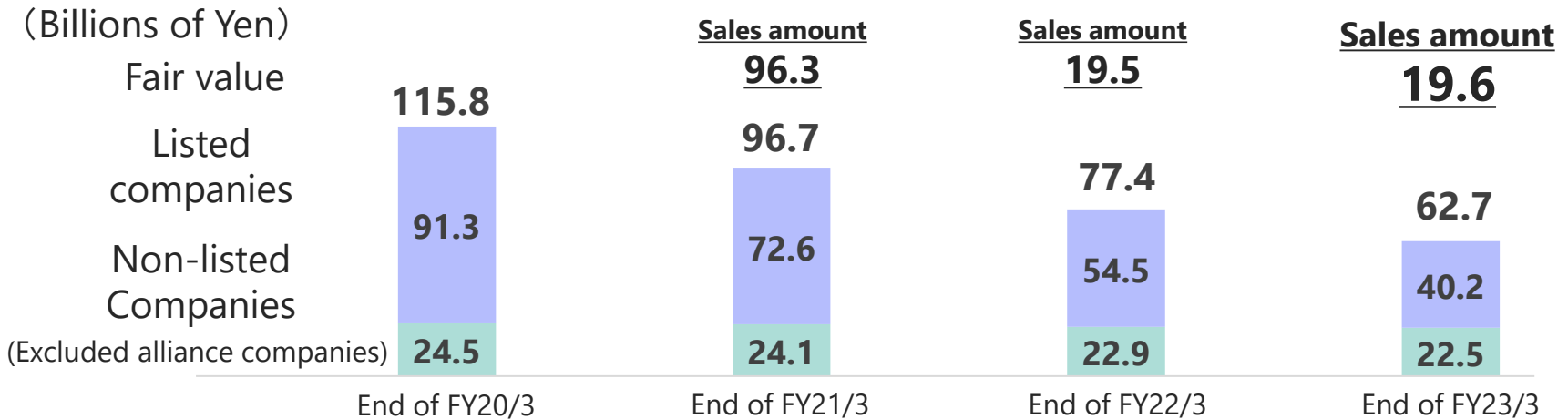
**At the end of FY23/3, CCC days excluding specific factors increased by 6 days YoY, due to increased long-term/large projects**



# Status on the Sale of Investment Securities

- ◆ Promoting the reduction of the investment securities based on an essential zero policy from April 2020
- ◆ Cumulative sales amounted to 135.4 billion Yen, greatly contributing to free cash flows
- ◆ The number of shares held (listed shares) reduced by 70% from the end of FY20/3

\* Fair value and the number of stocks are unconsolidated basis (Excluded alliance companies)



<b>Number of Shares</b>	<b>Listed companies</b>	108	63	52	33
	<b>Non-Listed companies</b>	206	193	176	137

# NEC Order Trends YoY

◆ IT Services: Increased by 9% due to steady corporate demand

YoY	Q1	Q2	Q3	Q4	Full Year	Description for FY23/3
<b>Public Solutions</b>	+15%	+13%	+16%	-3%	+10%	Favorable trend continued for urban infrastructure and SME*
<b>Public Infrastructure</b> <small>*Excluding Japan Aviation Electronics Industry (JAE)</small>	+16%	-10%	+25%	+9%	+8%	Increased demand for national defense
<b>Enterprise</b> <small>*Excluding NEC Facilities Ltd.</small>	+17%	+12%	+5%	+15%	+12%	Favorable trend continued due to robust demand
<b>Network Services</b>	-11%	+10%	+22%	+19%	+10%	5G expanded, intellectual property (IP) income in Q3 (Excluding IP income : +13% in Q3, +8% in FY23/3)
<b>Global</b> <small>*Excluding submarine systems</small>	+61%	+8%	+3%	-1%	+15%	Increase led by large projects for Netcracker
<b>Total</b> <small>*Excluding submarine systems</small>	+18%	+14%	+11%	+6%	+12%	

\* Small and Medium-sized Enterprises

## II . Financial Forecasts for FY24/3 and Progress of the Mid-term Management Plan 2025

# Financial Forecasts Summary

Forecasts  
FY24/3

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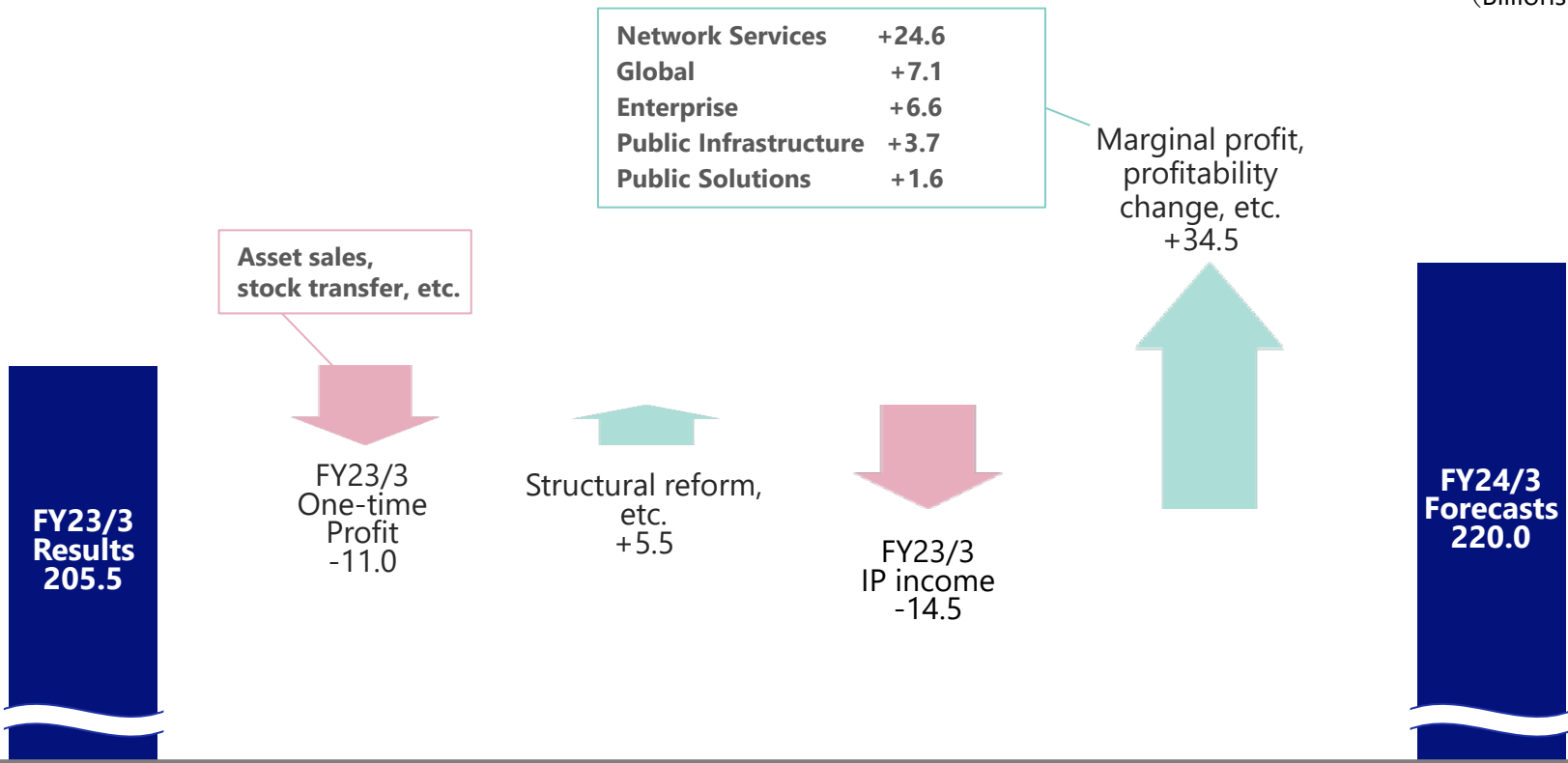
(Billions of Yen)	Full year		
	FY23/3 Actual	FY24/3 Forecasts	YoY
Revenue	3,313.0	3,380.0	+ 2.0%
Adjusted Operating Profit	205.5	220.0	+ 14.5
% to Revenue	6.2%	6.5%	
Adjusted Net Profit	138.6	140.0	+ 1.4
% to Revenue	4.2%	4.1%	
Adjusted Earnings per Share (Yen)	514	526	+ 12
EBITDA*	347.8	360.0	+ 12.2
% to Revenue	10.5%	10.7%	
Free Cash Flows	102.5	150.0	+ 47.5
Dividend per Share (Yen)	110	120	+ 10

		Full year		
		FY23/3 Results	FY24/3 Forecasts	YoY
Public Solutions	Revenue	456.7	480.0	+ 5.1
	Adjusted Operating Profit	42.7	45.0	+ 2.0
	% to Revenue	9.3%	9.4%	
Public Infrastructure	Revenue	649.7	660.0	+ 1.6
	Adjusted Operating Profit	67.3	71.0	+ 3.0
	% to Revenue	10.4%	10.8%	
Enterprise	Revenue	614.4	640.0	+ 4.2
	Adjusted Operating Profit	73.4	79.0	+ 5.0
	% to Revenue	11.9%	12.3%	
Network Services	Revenue	543.4	575.0	+ 5.8
	Adjusted Operating Profit	24.1	42.0	+ 17.0
	% to Revenue	4.4%	7.3%	
Global	Revenue	586.3	560.0	- 4.5
	Adjusted Operating Profit	42.9	50.0	+ 7.0
	% to Revenue	7.3%	8.9%	
Others	Revenue	462.6	465.0	+ 0.5
	Adjusted Operating Profit	14.7	11.0	- 3.7
	% to Revenue	3.2%	2.4%	
Adjustment	Adjusted Operating Profit/Loss	- 59.5	- 78.0	- 18.5
Total	Revenue	3,313.0	3,380.0	+ 2.0%
	Adjusted Operating Profit	205.5	220.0	+ 14.5
	% to Revenue	6.2%	6.5%	

\* EBITDA = Gross Profit – SG&A + Depreciation and amortization

# Adjusted Operating Profit Change (Year on Year)

(Billions of Yen)



# Progress of the Mid-term Management plan 2025 (Main Indicators)

(Billions of Yen)	FY21/3 Results	FY22/3 Results	FY23/3 Results	FY24/3 Forecasts	FY26/3 Targets
<b>Revenue</b>	<b>2,994.0</b>	<b>3,014.1</b>	<b>3,313.0</b>	<b>3,380.0</b>	<b>3,500.0</b>
<b>Adjusted Operating Profit</b>	<b>178.2</b>	<b>171.0</b>	<b>205.5</b>	<b>220.0</b>	<b>300.0</b>
% to Revenue	6.0%	5.7%	6.2%	6.5%	8.6%
<b>Adjusted Net Profit</b>	<b>165.4</b>	<b>167.2</b>	<b>138.6</b>	<b>140.0</b>	<b>185.0</b>
% to Revenue	5.5%	5.5%	4.2%	4.1%	5.3%
<b>EBITDA*</b>	<b>295.8</b>	<b>304.0</b>	<b>347.8</b>	<b>360.0</b>	<b>450.0</b>
% to Revenue	9.9%	10.1%	10.5%	10.7%	12.9%
<b>ROIC**</b>	<b>4.7%</b>	<b>3.9%</b>	<b>4.7%</b>	<b>5.1%</b>	<b>6.5%</b>

\* EBITDA = Gross Profit – SG&A + Depreciation and amortization

\*\* ROIC = (Unadjusted operating income - Deemed corporate tax <30.5%>) ÷ (Term-end interest-bearing debt + Term-end net assets <Including minority interest>)



# Progress of the Mid-term Management Plan 2025 (by Segment)

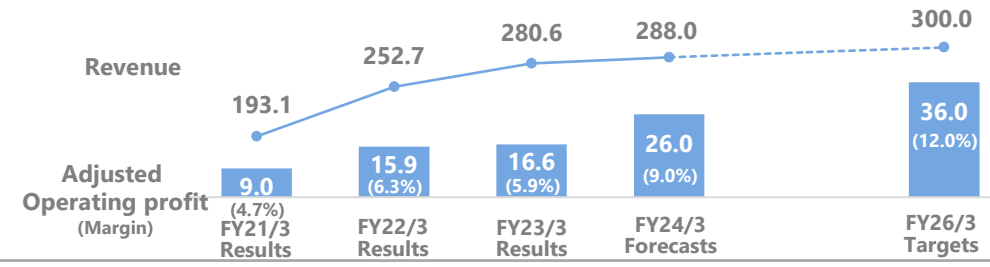
## Making Good Progress with the Mid-term Management Plan 2025

(Billions of Yen)		FY22/3 Results	FY23/3 Results	FY24/3 Forecasts	FY26/3 Targets (Base-case*)
<b>Public Solutions</b>	Revenue	442.6	456.7	480.0	500.0
	Adjusted Operating Profit	35.9	42.7	45.0	50.0
	% to Revenue	8.1%	9.3%	9.4%	10.0%
<b>Public Infrastructure</b>	Revenue	608.4	649.7	660.0	720.0
	Adjusted Operating Profit	59.2	67.3	71.0	73.5
	% to Revenue	9.7%	10.4%	10.8%	10.2%
<b>Enterprise</b>	Revenue	574.7	614.4	640.0	600.0
	Adjusted Operating Profit	57.5	73.4	79.0	80.0
	% to Revenue	10.0%	11.9%	12.3%	13.3%
<b>Network Services</b>	Revenue	511.5	543.4	575.0	700.0
	Adjusted Operating Profit	35.5	24.1	42.0	70.0
	% to Revenue	6.9%	4.4%	7.3%	10.0%
<b>Global</b>	Revenue	485.6	586.3	560.0	550.0
	Adjusted Operating Profit	26.3	42.9	50.0	57.5
	% to Revenue	5.4%	7.3%	8.9%	10.5%
<b>Total</b>	Revenue	3,014.1	3,313.0	3,380.0	3,500.0
	Adjusted Operating Profit	171.0	205.5	220.0	300.0
	% to Revenue	5.7%	6.2%	6.5%	8.6%

(Billions of Yen)

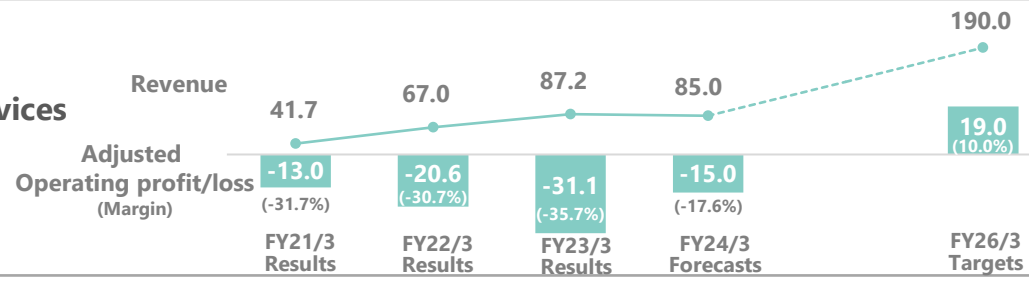
## DG/DF

- Improve profitability by expanding synergies and managing costs
  - Increase sales in APAC, Japan and EMEA
  - Further promote offshore developments



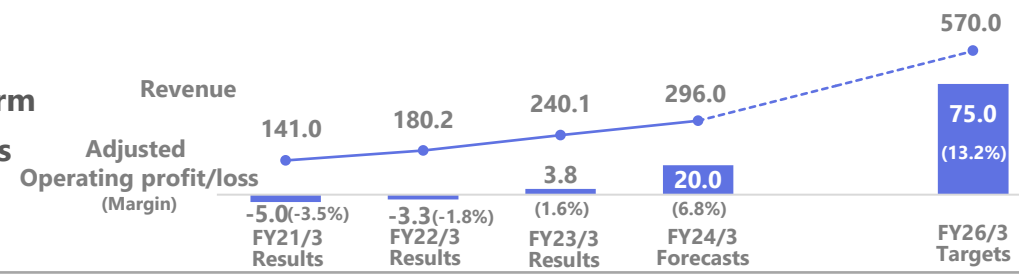
## Global 5G

- Improve profitability by expanding software/services
- Increase share in Japan market
- Optimize sales/development structure abroad



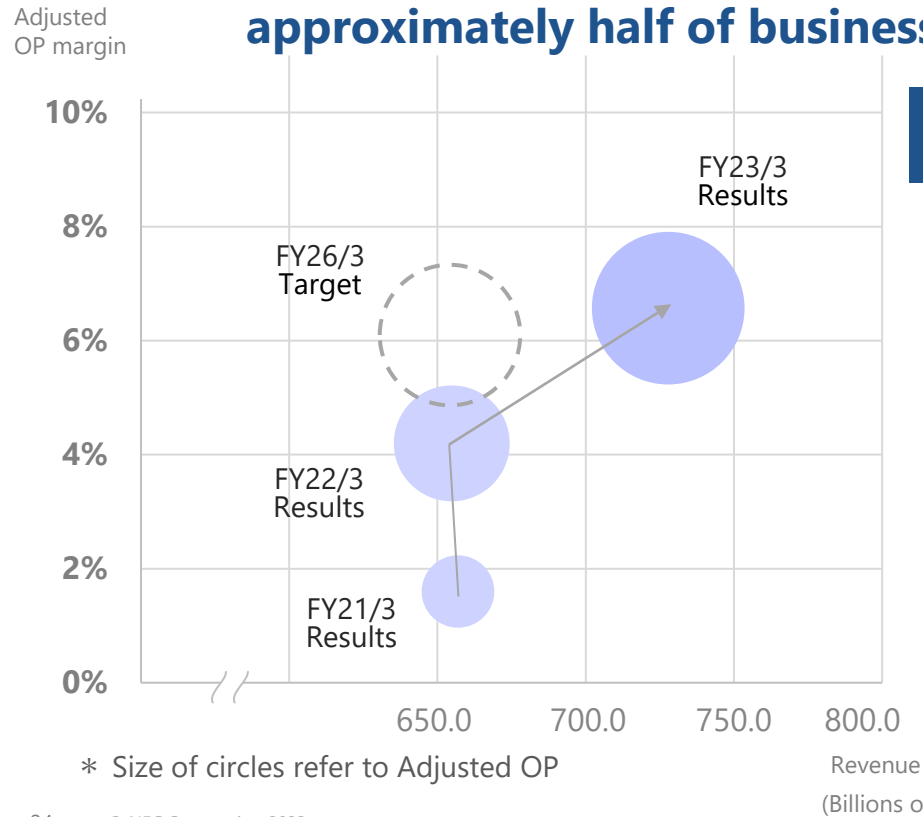
## Core DX

- Increase OP margin by expanding common platform
- Secure large projects through strategic approaches
- Generate new business opportunities linked with thought leadership activities



# Underperforming Businesses

■ **Adjusted OP margin improved by 2.4% in FY23/3 contributing approximately half of business improvement**



## Measures to maximize business value

- 4 businesses have moved out from low-profit domain in FY23/3 with thorough monitoring led by the CFO
- Continue to implement measures and monitor results
- As for non-core businesses, aiming to turn around by divestiture, JV, etc.

## Engagement score\* rose from 25% in FY21/3 to 36% in FY23/3

### Transformation of People and Culture

#### ■ Job-based Management

**Ensure the “right person in the right place at the right time” linked with business strategies**

- Introduce for general managers and above in FY24/3 and for all employees in FY25/3

#### ■ RISE Fast

**Accelerate transformation through issue resolution practices**

- Initiatives for quicker decision making and actions to realize speedy management
- Simplify working processes to accelerate speed and raise employees’ independence
- Resolved issues under 200 themes in 48 divisions in FY23/3: Approx. 1,300 employees participated to generate a 1.7 billion Yen effect

\* Based on a survey by Kincentric, a global human resources consulting firm. A score of 50% is a Tier 1 Level and corresponds to the top 25<sup>th</sup> percentile globally

## Smart Work 2.0

### Accelerate Work Style Reforms as COVID-19 settles down

#### - Selecting optimal work styles to maximize team productivity -

- Take full advantage of “Real” communication opportunities
- Location independent and flexible work schedules

## Reinforcement of Internal Business Infrastructure

### Reform of Management and financial processes

- Digitalize all information on business processes by renewing systems
- Promote data-driven management that flexibly adapts to environmental changes
- Aim to build a globally top-level management foundation

# III. Topics

# Overview of Segment Revision

From Q1, FY24/3, the conventional market/customer segmentation will be changed to segmentation by business area

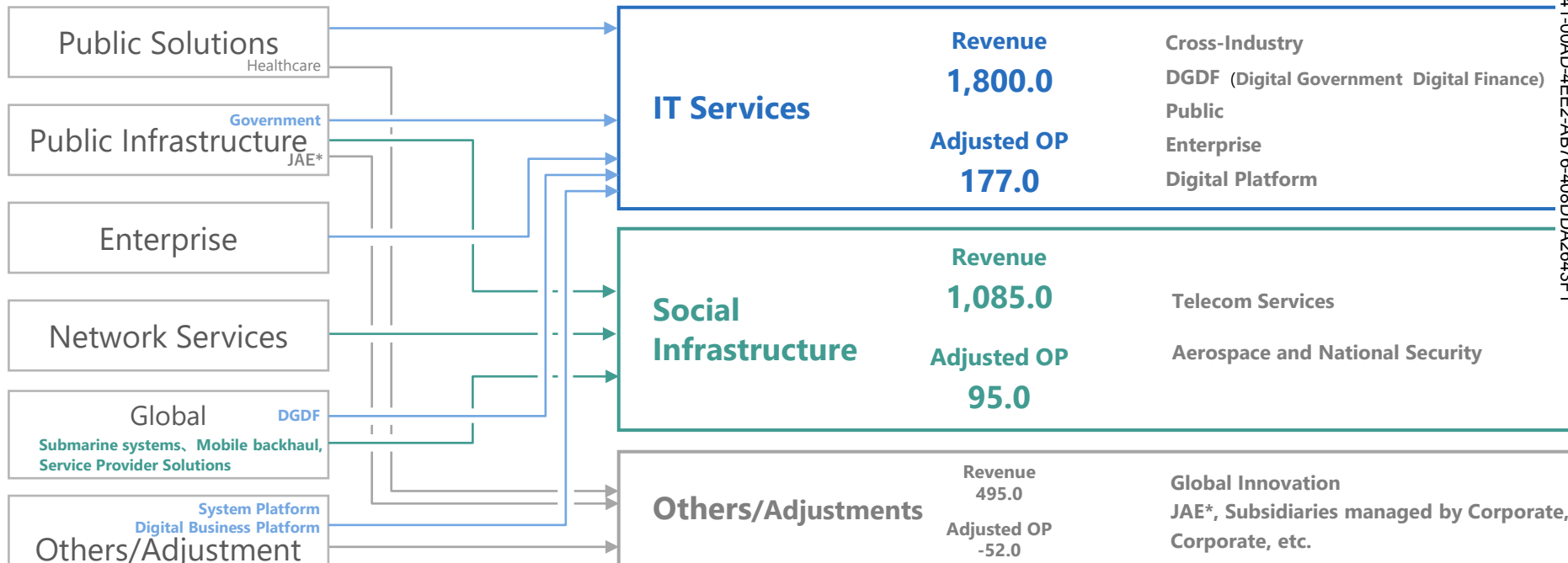
## Current Segment

## New Segment\*\*

FY24/3 Forecasts (Approx.)

Organization

(Billions of Yen)



# Disclosure of Non-GAAP Indicators

From Q1, FY24/3, NEC will newly disclose “Non-GAAP Profit/Loss” in addition to the conventional Adjusted Operating Profit/Loss

## Purpose

Disclose NEC’s underlying profitability excluding one-time profits/losses by adopting global standard adjustment items to enhance comparability with global competitors

## Adjustment items from GAAP OP

Amortization of intangible assets	M&A Financial advisory fees
Structural reform expenses	Impairment losses
Stock compensation	Other one-time profits/losses (Gain/Loss on sale of land, businesses, etc.)

(Billions of Yen)	FY23/3 Results	FY24/3 Forecasts
<b>Non-GAAP OP</b>	<b>197.0</b>	<b>220.0</b>
<b>% to Revenue</b>	<b>5.9%</b>	<b>6.5%</b>
<b>Non-GAAP Net Profit</b>	<b>132.8</b>	<b>140.0</b>
<b>% to Revenue</b>	<b>4.0%</b>	<b>4.2%</b>

\* Non-GAAP indicators will be disclosed for company total only.  
Each segment will be disclosed by adjusted OP only.



\Orchestrating a brighter world

**NEC**

## IV. Financial Results for FY23/3 (Appendix)

# Financial Results by Segment (3 years)

(Billions of Yen)		Full Year			
		FY21/3 Results	FY22/3 Results	FY23/3 Results	YoY
<b>Public Solutions</b>	Revenue	483.5	442.6	456.7	+ 3.2%
	Adjusted Operating Profit	49.6	35.9	42.7	+ 6.7
	% to Revenue	10.3%	8.1%	9.3%	
<b>Public Infrastructure</b>	Revenue	634.4	608.4	649.7	+ 6.8%
	Adjusted Operating Profit	49.2	59.2	67.3	+ 8.1
	% to Revenue	7.7%	9.7%	10.4%	
<b>Enterprise</b>	Revenue	503.1	574.7	614.4	+ 6.9%
	Adjusted Operating Profit	48.2	57.5	73.4	+15.9
	% to Revenue	9.6%	10.0%	11.9%	
<b>Network Services</b>	Revenue	538.8	511.5	543.4	+ 6.2%
	Adjusted Operating Profit	41.2	35.5	24.1	- 11.3
	% to Revenue	7.6%	6.9%	4.4%	
<b>Global</b>	Revenue	450.0	485.6	586.3	+ 20.8%
	Adjusted Operating Profit	7.5	26.3	42.9	+16.6
	% to Revenue	1.7%	5.4%	7.3%	
<b>Others</b>	Revenue	384.2	391.2	462.6	+ 18.2%
	Adjusted Operating Profit	7.7	13.3	14.7	+1.4
	% to Revenue	2.0%	3.4%	3.2%	
<b>Adjustment</b>	Adjusted Operating Profit/Loss	- 25.1	- 56.7	- 59.5	- 2.9
<b>Total</b>	Revenue	2,994.0	3,014.1	3,313.0	+ 9.9%
	Adjusted Operating Profit	178.2	171.0	205.5	+34.5
	% to Revenue	6.0%	5.7%	6.2%	

# Financial Results by Segment (Q4, FY23/3)

(Billions of Yen)		9 months <April to December>			Q4 <January to March>			Full Year		
		FY22/3 Results	FY23/3 Results	YoY	FY22/3 Results	FY23/3 Results	YoY	FY22/3 Results	FY23/3 Results	YoY
<b>Public Solutions</b>	Revenue	290.4	286.1	- 1.5%	152.3	170.6	+ 12.0%	442.6	456.7	+ 3.2%
	Adjusted Operating Profit	11.7	12.5	+ 0.9	24.2	30.1	+ 5.9	35.9	42.7	+ 6.7
	% to Revenue	4.0%	4.4%		15.9%	17.6%		8.1%	9.3%	
<b>Public Infrastructure</b>	Revenue	414.4	449.7	+ 8.5%	194.0	200.0	+ 3.1%	608.4	649.7	+ 6.8%
	Adjusted Operating Profit	30.8	38.1	+7.3	28.4	29.2	+ 0.8	59.2	67.3	+ 8.1
	% to Revenue	7.4%	8.5%		14.6%	14.6%		9.7%	10.4%	
<b>Enterprise</b>	Revenue	413.8	431.5	+ 4.3%	160.9	182.8	+ 13.6%	574.7	614.4	+ 6.9%
	Adjusted Operating Profit	34.4	42.1	+7.7	23.1	31.3	+8.2	57.5	73.4	+15.9
	% to Revenue	8.3%	9.8%		14.4%	17.1%		10.0%	11.9%	
<b>Network Services</b>	Revenue	350.1	361.0	+ 3.1%	161.5	182.4	+ 13.0%	511.5	543.4	+ 6.2%
	Adjusted Operating Profit	15.8	- 0.6	- 16.4	19.7	24.7	+ 5.1	35.5	24.1	- 11.3
	% to Revenue	4.5%	-0.2%		12.2%	13.5%		6.9%	4.4%	
<b>Global</b>	Revenue	354.5	422.8	+ 19.3%	131.1	163.5	+ 24.8%	485.6	586.3	+ 20.8%
	Adjusted Operating Profit	18.1	21.5	+3.4	8.2	21.4	+13.2	26.3	42.9	+16.6
	% to Revenue	5.1%	5.1%		6.3%	13.1%		5.4%	7.3%	
<b>Others</b>	Revenue	273.2	318.1	+ 16.4%	118.0	144.4	+ 22.4%	391.2	462.6	+ 18.2%
	Adjusted Operating Profit	1.4	7.1	+5.7	11.9	7.6	- 4.2	13.3	14.7	+1.4
	% to Revenue	0.5%	2.2%		10.1%	5.3%		3.4%	3.2%	
<b>Adjustment</b>	Adjusted Operating Profit/Loss	- 36.3	- 37.3	- 1.0	- 20.4	- 22.2	- 1.8	- 56.7	- 59.5	- 2.9
<b>Total</b>	Revenue	2,096.4	2,269.3	+ 8.2%	917.7	1,043.8	+ 13.7%	3,014.1	3,313.0	+ 9.9%
	Adjusted Operating Profit	76.0	83.4	+7.5	95.0	122.1	+27.0	171.0	205.5	+34.5
	% to Revenue	3.6%	3.7%		10.4%	11.7%		5.7%	6.2%	

# Adjusted Operating Profit and Adjusted items, etc.

(Billions of Yen)

	FY22/3					FY23/3					YoY				
	Q1	Q2	Q3	Q4	Full Year	Q1	Q2	Q3	Q4	Full Year	Q1	Q2	Q3	Q4	Full Year
<b>Operating Profit/Loss</b>	1.1	22.1	24.1	85.3	132.5	-15.3	29.2	43.2	113.3	170.4	-16.5	+7.1	+19.2	+28.1	+37.0
<b>Adjusted Items</b>	9.3	9.6	9.8	9.8	38.5	8.4	9.0	9.0	8.7	35.1	-1.0	-0.6	-0.8	-1.0	-3.3
Amortization of intangible assets through acquisition	9.3	9.5	9.5	9.5	37.8	8.1	8.5	8.8	8.2	33.5	/	/	/	/	/
M&A related expenses	0.0	0.1	0.2	0.3	0.6	0.3	0.5	0.2	0.6	1.6	/	/	/	/	/
<b>Adjusted Operating Profit/Loss (Non-GAAP)</b>	10.5	31.7	33.8	95.0	171.0	-7.0	38.2	52.2	122.1	205.5	-17.4	+6.5	+18.4	+27.0	+34.0

# NEC Order Quarterly Trends (Including Hardware)

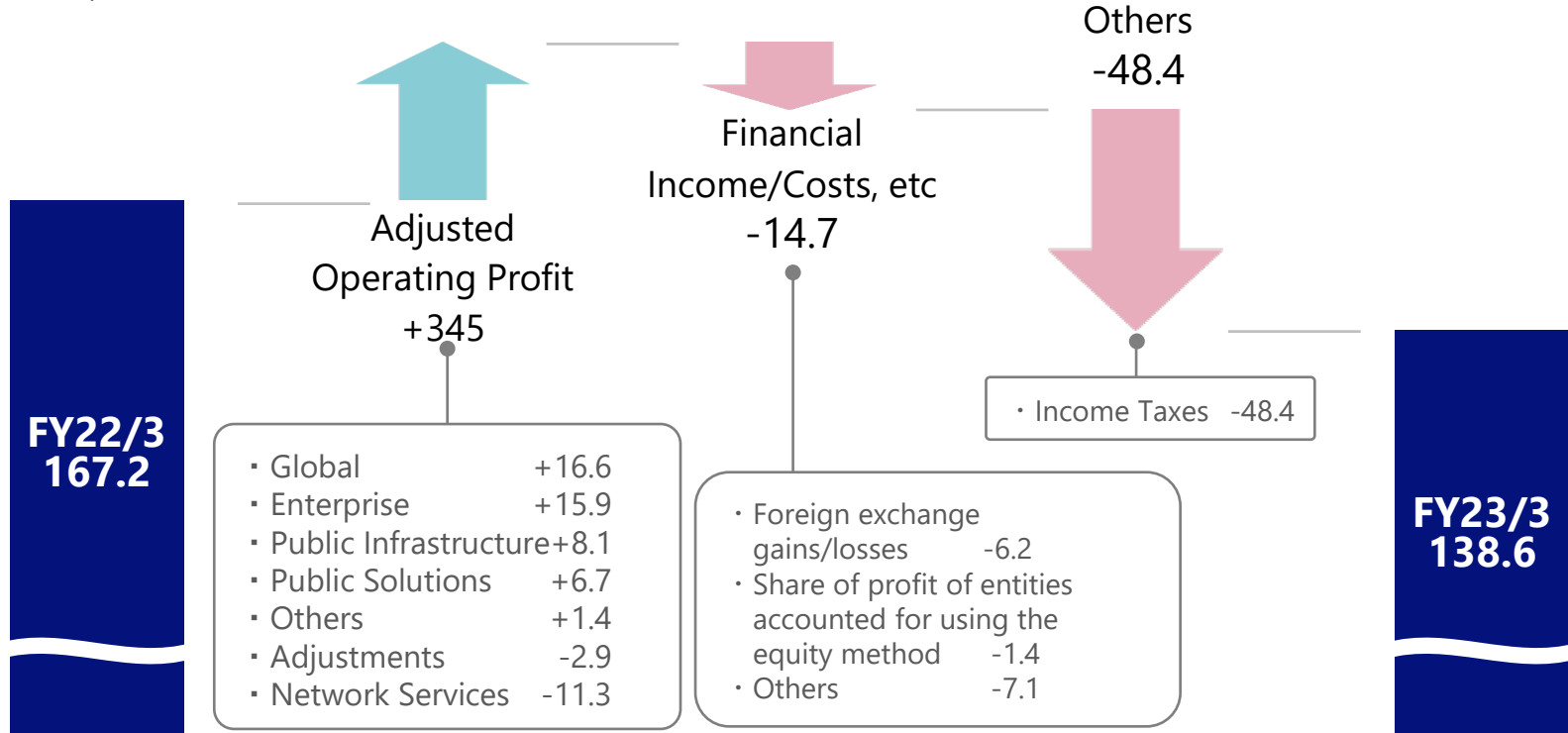
(YoY)

	FY22/3				FY23/3				Description
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Public Solutions	-2%	-4%	-3%	+9%	+15%	+13%	+16%	-3%	
Public Infrastructure <small>*Excluding JAE</small>	+1%	-12%	-30%	-3%	+16%	-10%	+25%	+9%	
Enterprise <small>*Excluding NEC Facilities Ltd.</small>	+10%	+2%	+10%	+5%	+17%	+12%	+5%	+15%	
Network Services	+19%	-5%	-12%	-3%	-11%	+10%	+22%	+19%	
Global	-47%	-7%	+94%	+8%	+106%	+16%	-2%	-4%	Q4: ±0%, excluding Submarine systems and Display business*
Total	-2%	-5%	+6%	+4%	+23%	+15%	+12%	+6%	Q4: +6%, excluding Submarine systems and Display business*

\*Unconsolidated from November 2020

# Adjusted Net Profit Change (Year on Year)

(Billions of Yen)



# Financial Position Data

FY23/3  
Results

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(Billions of Yen)

	End of March 2022	End of March 2023	Change from End of March 2022
<b>Total assets</b>	3,761.7	3,984.1	+222.4
<b>Total equity</b>	1,786.6	1,912.7	+126.1
<b>Interest-bearing debt</b>	597.4	608.5	+11.1
<b>Equity attributable to owners of the parent</b>	1,513.5	1,623.8	+110.3
Ratio of equity attributable to owners of the parent (%)	40.2%	40.8%	+ 0.6pt
<b>D/E ratio (times)</b>	0.39	0.37	+ 0.02pt
<b>Net D/E ratio (times)</b>	0.11	0.12	- 0.01pt
<b>Cash and cash equivalents</b>	430.8	419.5	- 11.3



# V. Financial Forecasts for FY24/3 and Progress of the Mid-term Management Plan 2025 (Appendix)

# Capital Expenditures, Depreciation and R&D Expenses

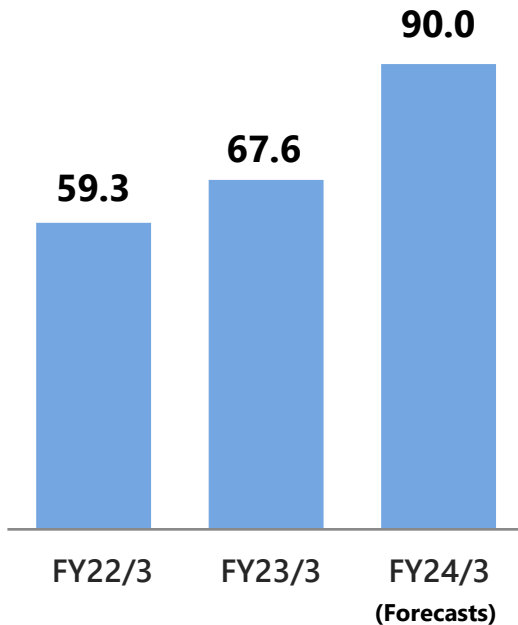
Forecasts  
FY24/3

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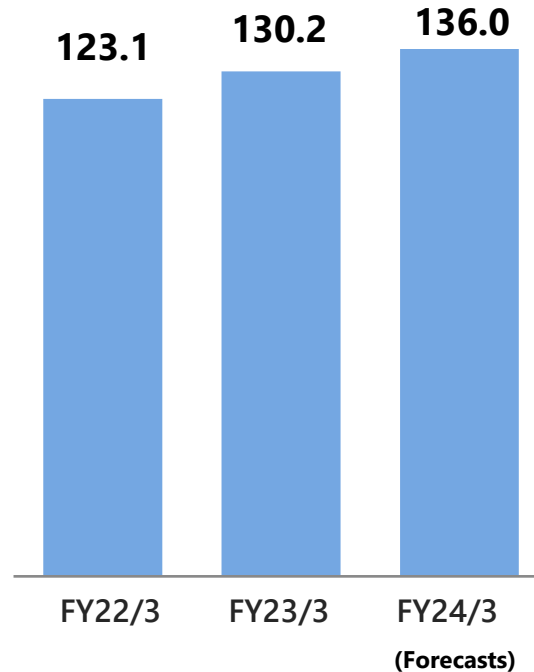
(Billions of Year)

## Capital Expenditure

(Property, Plant, and Equipment)

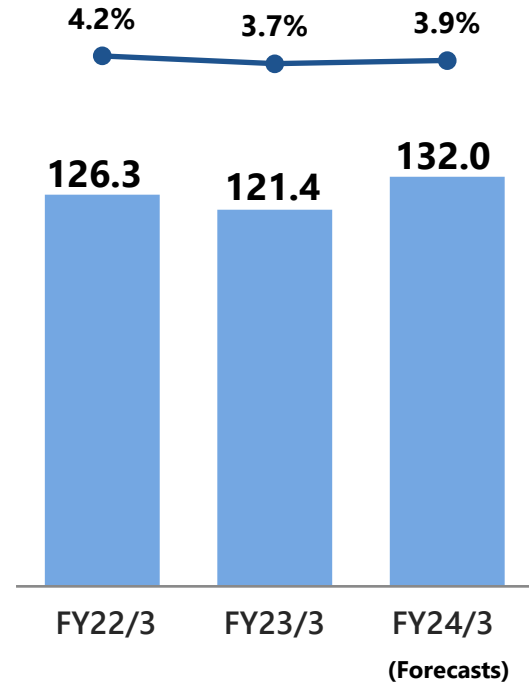


## Depreciation



## R&D Expenses

% to Revenue



# Cautionary Statement with Respect to Forward-Looking Statements

This material contains forward-looking statements regarding estimations, forecasts, targets and plans in relation to the results of operations, financial conditions and other overall management of the NEC Group (the "forward-looking statements"). The forward-looking statements are made based on information currently available to the Company and certain assumptions considered reasonable as of the date of this material. These determinations and assumptions are inherently subjective and uncertain. These forward-looking statements are not guarantees of future performance, and actual operating results may differ substantially due to a number of factors.

The factors that may influence the operating results include, but are not limited to, the following:

- adverse economic conditions in Japan or internationally;
- foreign currency exchange and interest rate risks;
- changes in the markets in which the NEC Group operates;
- the recent outbreak of the novel coronavirus;
- potential inability to achieve the goals in the NEC Group's medium-term management plan;
- fluctuations in the NEC Group's revenue and profitability from period to period;
- difficulty achieving the benefits expected from acquisitions, business combinations and reorganizations and business withdrawals;
- potential deterioration in the NEC Group's relationships with strategic partners or problems relating to their products or services;
- difficulty achieving the NEC Group's growth strategies outside Japan;
- potential inability to keep pace with rapid technological advancements in the NEC Group's industry and to commercialize new technologies;
- intense competition in the markets in which the NEC Group operates;
- risks relating to the NEC Group's concentrated customer base;
- difficulties with respect to new businesses;
- potential failures in the products and services the NEC Group provides;
- potential failure to procure components, equipment or other supplies;
- difficulties protecting the NEC Group's intellectual property rights;
- potential inability to obtain certain intellectual property licenses;
- the NEC Group's customers may encounter financial difficulties;
- difficulty attracting, hiring and retaining skilled personnel;
- difficulty obtaining additional financing to meet the NEC Group's funding needs;
- potential failure of internal controls;
- potentially costly and time-consuming legal proceedings;
- risks related to regulatory change and uncertainty;
- risks related to environmental laws and regulations;
- information security and data protection concerns and restrictions;
- potential changes in effective tax rates or deferred tax assets, or adverse tax examinations;
- risks related to corporate governance and social responsibility requirements;
- risks related to natural disasters, public health issues, armed hostilities and terrorism;
- risks related to the NEC Group's pension assets and defined benefit obligations; and
- risks related to impairment losses with regard to goodwill.

The forward-looking statements contained in this material are based on information that NEC possesses as of the date hereof. New risks and uncertainties come up from time to time, and it is impossible for NEC to predict these events or how they may affect the NEC Group. NEC does not intend to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Note: In this presentation, the accounting periods of the fiscal years for March 31, 2022, 2023, and 2024 were referred as FY22/3, FY23/3, and FY24/3 respectively. Any other fiscal years would be referred similarly.