

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Computacenter Fusionstorm Inc., a Delaware corporation, with an address at One University Avenue, Suite 102, Westwood, MA, 02090 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY 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

Aimee Strub at phone number 805-568-3334 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Ray Eisenhauer at ray.eisenhauer@computacener.com is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Santa Barbara County Clerk-Recorder-Assessor,
105 E. Anapamu Street, 2nd Floor,
Santa Barbara, CA 93101 or PO BOX 159,
Santa Barbara, CA 93102-0159 Attn: Aimee Strub

To CONTRACTOR: Computacenter Fusionstorm Inc.
One University Avenue, Suite 102
Westwood, MA 02090
Attn: General Counsel

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. 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 agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on August 19, 2020 and end performance upon completion, but no later than December 1, 2020 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 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 and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation 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 its 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 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 licenses/permits necessary to perform the services required under this Agreement. 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 standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not 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. 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, 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.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information 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 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, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

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 the obligations herein.
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 funds are not otherwise available for payments 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 its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the 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 to 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 full price under this Agreement nor for profit on unperformed portions of service. 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, 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.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties 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, executed by the parties to this Agreement and by no other means. Each party waives their 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

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. 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. 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 of the Exhibits shall prevail over those in the numbered sections.

33. PROCUREMENT OF RECOVERED MATERIALS.

CONTRACTOR shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING.

- A. CONTRACTOR, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this Agreement or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Computacenter Fusionstorm Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheik Mabuerma
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: [Signature]
Chair, Board of Supervisors

Date: 8-18-20

RECOMMENDED FOR APPROVAL:

Joseph E. Holland, County Clerk-Recorder-Assessor

By: [Signature]
Department Head

CONTRACTOR:

Computacenter Fusionstorm Inc.

By: [Signature]
Authorized Representative

Name: Anthony R. Jenkins

Title: Contracts Attorney

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: [Signature]
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Computacenter Fusionstorm Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

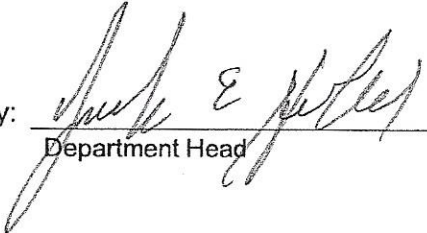
Date: _____

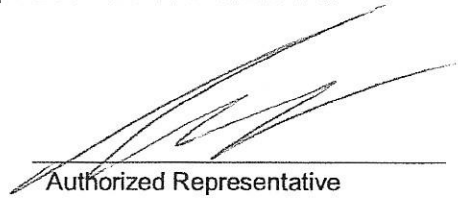
RECOMMENDED FOR APPROVAL:

Joseph E. Holland, County Clerk-Recorder-Assessor

CONTRACTOR:

Computacenter Fusionstorm Inc.

By: 
Department Head

By: 
Authorized Representative

Name: Anthony R. Jenkins

Title: Contracts Attorney

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Anne Rierson
Anne Rierson (Aug 11, 2020 09:30 PDT)
Deputy County Counsel

By: C. Edie Jones
Deputy

APPROVED AS TO FORM:

Risk Management

By: Ray Stanford

CRA Computacenter Contract Signature Page

Final Audit Report

2020-08-11

Created:	2020-08-11
By:	Ed Price (EPrice@co.santa-barbara.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS8pim6_uoJsPK5wtokaRx3ipt14EL3zf

"CRA Computacenter Contract Signature Page" History










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-  Document e-signed by Ed Price (EPrice@co.santa-barbara.ca.us)
Signature Date: 2020-08-11 - 4:12:01 PM GMT - Time Source: server- IP address: 161.213.140.40
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-  Email viewed by Anne Rierson (arierson@co.santa-barbara.ca.us)
2020-08-11 - 4:30:01 PM GMT- IP address: 72.205.85.40
-  Document e-signed by Anne Rierson (arierson@co.santa-barbara.ca.us)
Signature Date: 2020-08-11 - 4:30:27 PM GMT - Time Source: server- IP address: 72.205.85.40
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2020-08-11 - 4:30:27 PM GMT



EXHIBIT A

STATEMENT OF WORK

Statement of Work Number 00044481 (Opportunity No. OP200080) (“SoW”) for the supply of hardware and services to support 2020 Polling Place project. (the “**Services**” or the “**Project**”).

BETWEEN:

Buyer	COUNTY OF SANTA BARBARA CLERK-RECORDER-ASSESSOR 105 E. Anapamu Street, 2 nd Floor Santa Barbara, CA 93101
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AND:

Seller	COMPUTACENTER FUSIONSTORM INC. (Delaware corporation, Seller number 3227845) whose registered office is at 1 University Ave, Suite 102, Westwood, MA 02090
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INDIVIDUALLY, THE “PARTY”, AND, COLLECTIVELY, THE “PARTIES”.

1 Statement of Work

1.1 Summary

Due to the COVID-19 pandemic, the Governor issued Executive Order N-67-20 and signed Senate Bill 423 into law, which changed the requirements for in-person voting for the November election. The Clerk-Recorder-Assessor's Elections Division in line with the recommendations outlined in the Executive Order and SB 423 will offer in-person voting from October 31 – November 3 at Polling Places located throughout the county.

The Seller will provide all required technology such as networking equipment, computers and printers and technical, installation and deinstallation and operational support for the approximately 33 Polling Places.

2 Definitions

2.1 The Parties will perform the obligations detailed in this SoW from the Start Date until the Expiration Date under the terms of the Agreement. All capitalized words in this SoW shall have the same meaning as in the Agreement unless such words are defined in the table below or elsewhere in this SoW:

DEFINED TERM	MEANING
Acceptance Criteria	As defined in Section 3.6 of this SoW
Acceptance Process	As defined in Section 3.7 of this SoW
Assumptions	As defined in Section 3.4 of this SoW
Charges	As defined in Section 4.1 of this SoW
Seller	As defined in the recitals above
Buyer	As defined in the recitals above
Buyer Requirements	As defined in Section 3.2 of this SoW
Buyer Responsibilities	As defined in Section 3.5 of this SoW
Deliverables	As defined in Section 3.3 of this SoW
Location	The sites where obligations of this SoW will be performed
Normal Working Day	is the period between the hours of Monday–Friday, 9:00 am – 5:00 pm excluding Seller holidays
Resource(s)	is an employee(s) of, or individual engaged by, the Seller to perform the Services
Additional Terms	Those terms that shall apply in precedence to the terms of the Agreement as set out in Section 6 of this SoW

Phases	As defined in Section 3.2 of this SoW
SOW	Statement of Work
RAID	Risks, actions, issues, decisions
POC	Proof of Concept
MOP	Methods of Procedures: Step-by-step sequence for performing operation.
UPS	Uninterrupted Power Supply
LAN	Local Area Network
SFF	Small Form Factor
ITSM	Information Technology Service Management
OFE	Owner Finished Equipment

3 Buyer Requirements and Seller Obligations

3.1 Key Information

ITEM	OBLIGATION	DETAILS PROVIDED
Seller Locations	Seller shall perform the Services from the following Seller premises:	Remote and/or Computacenter Locations
Buyer Location	Seller shall provide the Services at the following Buyer premises:	Locations to be determined by the County of Santa Barbara. Final location list will be tracked via change order to this SOW.
Delivery Address	Seller shall deliver the Deliverables to the following Buyer premises:	Location to be determined by the County of Santa Barbara. Final location list will be tracked via change order to this SOW.

3.2 Buyer Requirements

The Buyer requires a technology service partner to support their 2020 Election Polling Place sites. The Buyer has engaged the Seller to provide equipment rental, technical design services, proof of concept testing and validation, integration services, field deployment, and operational support.

- Buyer requires turnkey technology solution to support Polling Place operations.
- Buyer requires up to one (1) pilot locations prior to main deployment.
- Buyer requires up to one (1) training site installation prior to main deployment.
- Buyer requires hardware and services to support up to thirty-three (33) Polling Places.
- Buyer requires that all thirty-three (33) Polling Places be deployed on Friday, 30 October 2020 before 2020 Election on Tuesday, 3 November 2020.

- Buyer requires post-installation operational support for each Polling Place from Friday, 30 October 2020 through Tuesday, 3 November 2020.
- Buyer requires deinstallation of all thirty-three (33) Polling Places on Wednesday, 4 November 2020.

In order to meet the above Project objectives (“**Objectives**”), the Services will be done using the Seller’s phased-approach methodology and will include:

Phase 1: Project Initiation and Planning

Phase 2: Technical Design

Phase 3: Proof of Concept

Phase 4: Pilot Site Installation

Phase 5: Training Site Installation

Phase 6: Integration Services

Phase 7: On-Site Polling Place Installation

Phase 8: Operational Support

Phase 9: Deinstallation of Polling Places

Phase 1: Project Initiation and Planning

During the Project Initiation and Planning Phase, the Seller’s Project Manager will assign the Seller’s resources according to the Project scope and timeline; hold a formal Project kick-off meeting with all engagement stakeholders from the Seller, the Buyer, and other vendors where appropriate; and develop a detailed Project plan and arrange status calls with all Project stakeholders. The Seller will participate in discussions with key decision makers from the Buyer’s technical team regarding necessary functionality, design, and configurations detail.

Tasks to be performed:

- Assign dedicated Project Manager who will lead all aspects of the project.
 - Program Management will create team structure, project plans, project communications, tasks and milestones and interface with all 3rd party partners and vendors.
 - Program Management will oversee and develop key project management documents (project tasks tracker, RAID, project plan, etc.)
 - Program Management will communicate expectations to stakeholders and team, gaining acceptance and accomplishing the agreed objectives of the Statement of Work.
- Assign Technical team will lead all technical aspects of the project.
 - Technical leadership for the project/program which includes coordinating with the engineering team, assisting with driving execution, and required documentation
 - Act as technical liaison between Buyer’s and Seller’s technical teams for developing and validating Polling Place Solution
 - Responsible for leading technical workshop and vertical technical meetings with the Buyer
- Create external project workspace for project plan, collaboration, and documentation depository
- Coordinate and schedule Technical Workshop with Buyer’s technical team
 - Review/Design Networking, Security, and Workstation standards

- Schedule recurring meetings, communication protocols and progress reports
 - Project Status calls throughout the duration of project
- Provide status reporting throughout the project to internal and external stakeholders
 - Integration Reporting
 - Overall Integration build status
 - Logistics / Delivery Report
 - Contents: Sites Shipped, Tracking Number and Confirmed Proof of Delivery
 - Asset Report (Make, model, serial number, asset tag, and location)
 - Project Reporting
 - Project Status
 - Proof of Concept Phase
 - Integration Status
 - Deployment Status
 - Site Installation Planning and Schedule
 - Project Issues Log
 - Escalations – Review any project escalations
 - Change Request (CR) coordination
- Provide coordination support during Polling Place deployment
 - Installation resource scheduling and coordination
 - Coordination with each Polling Place
 - Overall site-specific installation status
 - Operational Support handoff status

Phase 2: Technical Design

The Seller will provide a detailed review of the physical and logical information gathered from the Buyer and develop the technical design for an optimized Services solution. Services shall include to the following: development of updated physical and logical network diagrams, detailed device configurations, rack elevations, Bill of Materials, Proof of Concept plan, and the appropriate method of procedures for the implementation of the proposed design.

Tasks to be performed:

- Resources assigned to tasks with names for the critical resources detailed whenever possible
- All milestones, including due dates for all deliverables, and responsible individual with be tracked by the Program Management team
- Buyer and Seller cooperation plan and task assignment
- Recommend Product to fulfill the Buyer's requirements
- Network cable matrix design for each site
- Develop test and acceptance plan with the Buyer
- Networking Architecture
 - Provide Network design consulting services.
 - Design/Review overall Network connectivity review with Buyer's technical team
 - Develop Networking POC Setup and Test Plan
- Security Architecture

- Provide Security design consulting services.
- Review Buyer's current security policy and auditing requirements
- Review Buyers existing security policies
- Evaluate / Recommend alternate security hardware to fulfil Buyer's requirements
- Workstation Architecture
 - Provide Workstation design consulting services
 - Review / Document Workstation requirements
- Training Center
 - Review / Document Training Center setup requirements
 - Review documentation required to support Training Phase of the project
- Site Survey
 - Review / Document each Polling Place current infrastructure
 - Validate each Polling Place meets predefined requirements
- Deliverables
 - Technical Workbook
 - Recommended hardware to fulfil Buyer's business objectives
 - Software specification per manufacturers and/or Buyer's recommendations
 - Naming conventions
 - Device configuration for Proof of Concept
 - Proof of Concept Guide
 - Proof of Concept Setup Topology
 - Proof of Concept Test Plan
 - Proof of Concept Acceptance Criteria

Phase 3: Proof of Concept

The Seller will provide facilities and technical resources to conduct a Proof of Concept ("POC") for the Voting Center multi-technology solution. The proposed and agreed upon hardware solution will be deployed and tested using the methods outlined during the Technical Design phase. The duration of the Proof of Concept will depend on the overall project schedule, which will account for sufficient time to make hardware adjustments.

Tasks to be performed:

- Design and Planning
 - In conjunction with the Buyer, the POC will validate the system and application requirements relative to the bill of materials, solution design, and Buyer business and technical requirements.
 - Based on Buyers' Polling Place network infrastructure, assess the readiness of the network infrastructure to accommodate the proposed solution, and determine, document, and advise Buyer of any modifications that should be made prior to the implementation
 - Document all network exposures/gaps and ensure the buyer(s) satisfactorily addresses such exposures/gaps prior to network readiness certification.
 - In conjunction with the Buyer, define success criteria for the POC and create a test plan to validate that criteria have been met.
- Implementation

- The Seller will setup a temporary Polling Place technology solution to configure, test, and document
- Test and Acceptance
 - Complete test plan and determine if the POC has met the Buyer's agreed to success criteria
 - If Buyer is not satisfied with Proof of Concept completion, the Seller and Buyer will determine alternate hardware to fulfil criteria
- Knowledge Transfer
 - Review configuration, setup, and administration for the Polling Place solution
- The Seller will prepare all shipping paperwork and work with the Buyer on preferred delivery method.
- Coordinate with the designated carrier and deliver the equipment to the defined locations and place in designated area.
- Deliverables
 - Final Technical Documentation
 - On-site Install Methods of Procedures – Pilot Sites
 - Proof of Concept Acceptance Documentation
 - Pilot Site Shipment Information

Phase 4: Pilot Site

The Seller will provide resources to perform pilot installation work at the defined Buyer site. Services will include installing the Product, implementing required configuration, executing the defined test plan and providing knowledge transfer to the Buyer technical team.

Tasks to be performed:

- Arrive on-site and check in with designated Buyer contact
- Locate equipment at the site and take inventory
- Work with remote lead engineer to validate all equipment has been delivered
- Locate setup area for Voter Check-in area
- Setup Polling Place solution
- Setup Polling Place Workstations
- Setup Printer
- Perform the test plan and ensure each device is connected and functioning properly
- Work with Buyer's technical Support Team to validate devices are functional
- Verify with Computacenter Expert Services Team that they have access to the newly installed equipment
- Complete photo log of the installed equipment
- Notify Program Management of site completion
- The Field Engineering Team will clean up work area

Phase 5: Training Site Installation

The Seller will provide resources to perform training site installation work at the defined Buyer site. Services will include installing the Product, implementing required configuration, executing the defined test plan and providing knowledge transfer to the Buyer technical team.

Tasks to be performed:

- Arrive on-site and check in with designated Buyer contact
- Locate equipment at the site and take inventory
- Work with remote lead engineer to validate all equipment has been delivered
- Locate setup area for Voter Check-in area
- Setup Polling Place solution
- Setup Polling Place Workstations
- Setup Printers
- Perform the test plan and ensure each device is connected and functioning properly
- Work with Buyer's technical Support Team to validate devices are functional
- Verify with Computacenter Expert Services Team that they have access to the newly installed equipment
- Complete photo log of the installed equipment
- Notify Program Management of site completion
- The Field Engineering Team will clean up work area

Operational Support

- On-site resource for the duration of the training session

De-install Tasks to be performed:

- De-install Polling Place solution after the conclusion of the training session

Phase 6: Integration Services

The Seller will provide Product integration. All Product will be tested for functionality; Product will be labeled and/or asset tagged as per the Buyer's specifications; and pre-agreed testing procedures will be implemented.

Tasks to be performed:

- Receive, verify physical condition of external packing materials, note state of any tip or shake indicators, and inventory. The Seller will not accept any goods with apparent damage
- Pick, unpackage and bench equipment
- Apply device configurations
- Integrate Rack
- Perform Test Plan
- Record asset information.
- QC team will perform final quality check
- Ship to Buyers specified location

Phase 7: On-Site Polling Place Installation

The Seller will provide resources to perform installation work at the defined Buyer sites. Services will include installing the Product, implementing required configuration, executing the defined test plan and providing knowledge transfer to the Buyer technical team.

Tasks to be performed:

- Arrive on-site and check in with designated Buyer contact
- Locate equipment at the site and take inventory
- Work with remote lead engineer to validate all equipment has been delivered
- Locate setup area for Voter Check-in area
- Setup Polling Place solution
- Setup Polling Place Workstation
- Setup Printer
- Perform the test plan and ensure each device is connected and functioning properly
- Work with Buyer's technical Support Team to validate devices are functional
- Verify with Computacenter Expert Services Team that they have access to the newly installed equipment
- Complete photo log of the installed equipment
- Notify Program Management of site completion
- The Field Engineering Team will clean up work area

Phase 8: Operational Support

- Instrumentation, proactive monitoring and management of deployed infrastructure
- Proactive issue identification
- Remote triage and issue resolution
- Field engineer dispatch, diagnosis and break/fix repair. (when required)
- Proactive hardware replacement (when required)
- Operational transparency and assurance

Operational Support Program Enablement

Basic Customer Provisioning Tasks

- Creation of Buyer facing ITSM interface.
- Provision 24/7 support
- Create simple support how-to documentation for distribution to managed sites
- KPI definition, collection, aggregation and presentation to drive continuous improvement
- Setup and configuration of the Buyer within the incident management system

Process and Systems Integration Tasks

Buyer ITSM Integration

- Incident, request, problem and knowledge management
- Service catalog instantiation
- Workflows, escalation, KPIs and report

Management Enablement

ITOM (IT Operations Management) Platform Configuration

- Alert aggregation and tagging
- Escalation paths
- SLO analysis

Key Performance Indicators

- Ensure data is properly being collected and aggregated
- Test and QA KPI presentation

Customizations (if applicable)

Procedure Development and Documentation

- SLO (Service Level Objective) development and SLO breach thresholds
- Remote support engineer incident triage procedures
- Detailed workflow with escalation to L2/L3 engineer
- Field dispatch procedure
- On-site field technician protocols and procedures
- Iterate on protocols and procedures based on lessons learned, service delivery data, KPIs, etc.

Additional Enablement Tasks

- Test and validate incident and request creation, workflows, and escalation.

Baseline Service Level Objectives

Note: The Seller will have resources in the county for the four (4) production days, with spare components readily available.

Incident Type	SLO (MTTW/MTTR)	Updates	First Response (MTTA)	Engineer Engagement (MTTE)
Catastrophic (S0)	0 - 4 hours	Every 30 mins	0 - 15 mins	0 - 30 mins
High (S1)	0 - 4 hours	Every 1 - 4 hours	0 - 30 mins	0 - 120 mins
Med (S2)	1 business day	As Required	0 - 60 mins	0 - 6 hours
Low (S3)	0 - 3 business days	As Required	0 - 60 mins	0 - 24 hours

MTTW = Mean Time to Workaround

MTTR = Mean Time to Resolution

MTTA = Mean Time to Acknowledge

MTTE = Mean Time to Engagement

Client Impact Guidelines

Severity Level	Description
Catastrophic Failure (S0)	An issue has caused a systemic failure or a significant failure for which there is no viable workaround.
High (S1)	An issue has caused significant operational issues with a product or component but has a viable workaround available.
Medium (S2)	An issue has caused a problem which can be avoided or worked around and is not critically urgent for a resolution.
Low (S3)	A general question or request for information.

Phase 9: De-installation of Polling Place

The Seller will provide resources to perform de-installation.

Tasks to be performed:

- Arrive on-site and check in with designated Buyer contact
- Locate equipment at the site and take inventory of assets
- Pack Polling Place solution equipment
- The Seller will remove all equipment by End of Day November 4, 2020.
- The Seller will remove all device data in accordance to Buyer's standards

3.3 Deliverables

The following deliverables will be delivered as part of this Project ("Deliverables"):

Ref	Phase	Description
DEL-001	Project Initiation and Planning	Master Project Plan
DEL-002	Design	Technical Design Documentation –DRAFT
DEL-003	Design	Proof of Concept Guide and Acceptance Criteria
DEL-004	Proof of Concept	Install Methods of Procedures – Pilot Installation
DEL-005	Proof of Concept	Technical Design Documentation – FINAL
DEL-006	Pilot Installation	ITSM Methods of Procedures
DEL-007	Training Installation	Method of Procedures for Polling Place Operations
DEL-008	Installation	Install Methods of Procedures – Site Installation
DEL-009	Project Closure	Final Site Documentation
DEL-010	Project Closure	WorkstationData Deletion Certification
DEL-011	Project Closure	Operational Support KPI Report

3.4 Assumptions

The following assumptions were made in the creation of this SoW. Should any of these assumptions prove to be incorrect, Seller reserves the right to modify the scope or schedule of work as defined in this SoW. Modifications to the scope or schedule must be made by mutually approved Change Order.

- The Technical Design and Proof of Concept signoff is agreed in line with the project plan

- Final site locations will be provided to the Seller no later than September 15, 2020
- County of Santa Barbara will provide backend infrastructure sufficient to support Polling Place solutions no later than September 1, 2020.
- County of Santa Barbara backend infrastructure has minimum manufacturer's recommended software to support hardware
- The originally proposed solution hardware to be evaluated in the "Design Phase" section of this Statement of Work currently does not have hardware redundancy. Hardware redundancy will be provided through spares and dispatch services to a specific site location
- All the proposed hardware within the Technical Design phase of this Statement of Work is subject to change. If during the Technical Design and Proof of Concept Phase, it is determined that any of the equipment is not sufficient to fulfill or exceeds the Buyer's technical requirement, the Seller will provide a project Change Order for alternative hardware.
- The Polling Place installation date will be Friday, 30 October 2020
- The 2020 Election date is Tuesday, 3 November 2020
- Operational Support will occur from Friday, 30 October 2020 through Tuesday, 3 November 2020
- The Polling Place deinstallation date will be Wednesday, 4 November 2020
- All Electrical requirements and circuits to support the Polling Place equipment are existing and in place, or to be provided by each Polling Place location to the specifications communicated by the Seller.
- All OFE equipment to be included within Polling Place systems has been tested and confirmed to be in full working order. If during the configuration and testing of Polling Place systems it is determined that any of the OFE equipment is faulty, the Seller will provide a project Change Order for replacement and additional technical labor to support. This may lead to delay in project schedule and additional associated costs.
- The requirements, design goals, technical documentation, and other information provided to the Seller by the Buyer are accurate and complete.
- Services in this SoW will be performed during normal working hours, Monday-Friday, 9:00 am – 5:00 pm, local time, unless otherwise specified herein.
 - Site Installation: Services performed during Friday, 30 October 2020, 8:00am – 8:00pm local time
 - Operational Support Services: Services performed from Friday, 30 October 2020 to Monday, 2 November 2020 from 8:00am – 8:00pm local time.
 - Operational Support Services performed on Election Day, Tuesday, 3 November 2020 from 6:00am – 9:00pm local time

- In the event that the Buyer fails to meet any one or more of the responsibilities set out in this Section or obligations set out elsewhere in this SoW then:
 - (a) the Seller shall not be responsible for any failure to meet its obligations under this SoW if and to the extent that such failure resulted from the Buyer's failure; and
 - (b) the Parties shall work together (acting reasonably and in good faith) to reduce the impact of this within the agreed timescales and charges and failing that then either:
 - the Parties shall agree to a Change Order to deal with the impact on the price and/or scope of work; or
 - the Seller may (without prejudice to any remedies that may be available to the Seller under the terms of the Agreement) charge the Buyer for such reasonable and demonstrable additional costs incurred as a result on a time and materials basis.

3.5 Buyer Responsibilities

3.5.1 Buyer acknowledges that Seller is dependent upon the Buyer fulfilling the following Buyer Responsibilities in order for the Seller to deliver the Services within the timelines and Charges set out in this SoW. Should the Buyer fail to meet any of these responsibilities, the Seller reserves the right to modify the scope or schedule of work through a change order agreed to by Buyer.

- The Buyer will provide a standard deployable image for Polling Place workstation.
- The Buyer will complete all backend infrastructure configurations
- The Buyer will provide agreed upon hardware to the Seller.
- The Buyer will provide the necessary backend infrastructure to support the Polling Place solution and this will be available as required for Proof of Concept, Pilot site, Training Site, and the production period of the project.
- The Buyer will provide resources during the Operational Support phase of the Statement of Work for escalation and/or issues related to the Buyer's backend infrastructure.
- The Services duration may vary due to unforeseen changes or circumstances. The Seller is not responsible for delays caused by the Buyer.
- The Buyer will pay for shipment and any related costs for transportation of Product from the Seller to the Buyer sites.
- Any Buyer shipping requests pertaining to the Product that are submitted after 10:00 AM PT will be pulled the following working day.
- Buyer shall support the activities of Seller in any reasonable, technical, administrative way in order for Seller to complete the Services. In addition, Buyer may be asked to provide Seller with dedicated resources, personnel, and access to Buyer's onsite facilities and/or systems. Buyer and its personnel will cooperate with Seller. Buyer will promptly address any reasonable Seller requests that work be

performed by Buyer on certain issues and tasks raised by Seller that only Buyer can address that may not be directly stated in this SoW but have a direct impact on the successful completion of this Project.

- If the Buyer commits to Project dates and then cancels with less than forty-eight (48) hours' notice ("Late Cancellations"), the Seller reserves the right to re-schedule for the first available date. Late Cancellations may result in Project delays or missed milestones. The Buyer shall be responsible for all costs incurred due to Late Cancellations. Notwithstanding the foregoing, in the event the Buyer cancels or postpones any portion of the Services without enough advance notification to allow the Seller to cancel travel plans and related expenses by its employees or subcontractors, the Buyer will pay the actual cost of such non-cancellable travel and related expenses.

3.6 Acceptance Criteria

- 3.6.1 While the Parties may agree operational acceptance tests and criteria for the purposes of testing specific deliverables and / or stage completion (such tests and criteria to be set out in the project initiation document and / or product descriptions) the Acceptance Criteria for the Deliverables and / or Services set out in this SoW are that the Deliverables and / or Services meet the Buyer Requirements except for those specific Exclusions and Limitations defined within this SoW.

3.7 Acceptance Process

- 3.7.1 The Acceptance Process will be performed in accordance with the Agreement. Where no such process is defined in the Agreement, the following process shall apply:

- (a) The Seller shall first test that the Deliverables meet the Acceptance Criteria;

The Seller shall either: i) submit the Deliverables for testing by the Buyer, or ii) submit documentary evidence that the Deliverables have met the Acceptance Criteria as applicable;

In the event that the Deliverables have not met the Acceptance Criteria then, within five (5) working days of receipt of such, the Buyer shall submit to the Seller the documented reasons for failure ("Failure Notice");

Where a Failure Notice is not received by the Seller within five (5) working days and the Deliverables have met the Acceptance Criteria, then the Deliverables shall be deemed to be accepted and payment shall be due in accordance with Section 5 of this SoW.

Where the Parties agree that the Deliverables have failed the Acceptance Criteria, then the Seller shall rectify the Deliverables within a timeline to be agreed between the Parties in writing and shall then repeat the Acceptance Process.

Where the parties disagree on a Failure Notice, then the matter shall be dealt with in accordance with the applicable governance or dispute resolution process set out in the Agreement.

3.8 Limitations

3.8.1 This SoW is limited to the scope set out in Section 3.3. In particular, the following areas are excluded from the price and scope of this SoW:

REF	LIMITATIONS
L-001	The SOW includes up to thirty-three (33) Polling Place Locations.
L-003	Backend infrastructure configurations
L-004	COVID-19 related issues pertaining to closure of facilities.
L-005	Generator backup power
L-006	Change in 2020 Election schedule.

4 Charges and Invoicing

4.1 Charges

4.1.1 The following Charges will be due upon completion of the applicable Deliverables in accordance with the Acceptance Process and payment profile set out below and the terms of the Agreement:

The Services in this SOW are quoted on a fixed-price basis as defined below.

Prices are exclusive of freight charges, which will be invoiced separately.

Travel and related expenses are included in the fixed price. Any work completed outside the scope of the Services will require a signed Change Order.

Professional Services:

Overall Program Support

Program Management	Extended Sell
	\$342,500.00
	Subtotal: \$342,500.00

Kit Services

Polling Place Kit Service	Extended Sell
Stocking Services	\$345,057.18
	\$10,000.00
	Subtotal: \$355,057.18

Consulting Design Services

Technical Consulting	Extended Sell
	\$134,400.00
	Subtotal: \$134,400.00

Integration Services

Equipment Staging and Configuration	Extended Sell
	\$33,300.00
	Subtotal: \$33,300.00

Deployment Services		Extended Sell
	Implementation Services	\$260,300.00
	Subtotal:	\$260,300.00
Operational Support – Post-Installation		Extended Sell
	Operational Support Services	\$139,800.00
	Subtotal:	\$139,800.00
	Services Total:	\$1,265,357.18

4.1.2 Where the Charges are specified as “Fixed” in this Section 4 then the following provisions will apply to such Charges:

- (i) Fixed Charges are fixed for the scope defined in this SoW only and may only be changed in accordance with the applicable procedure for dealing with contract change set out in the Agreement or the provisions of Section 7 of this SoW;

Reasonable expenses (such as hotel costs, second class travel expenses, car parking) incurred by Seller Resources in carrying out their roles on the project are included in the Charges except where set out as otherwise in this SoW;

Invoices shall be raised upon completion of each payment milestone as further specified in Section 4.2.

4.1.3 Buyer and Seller acknowledges that the total Charges, approach and timescale are based upon the following Assumptions and Parameters:

REFERENCE	ASSUMPTIONS AND PARAMETERS ON BUYER REQUIREMENTS
A-001	The SOW services pricing includes up to thirty-three (33) Polling Place locations.
A-002	The SOW service pricing includes Polling Place pilot location(s)
A-002	The SOW service pricing includes Training location(s)
A-003	The hardware pricing includes up to thirty-three (33) Polling Place locations.

4.1.4 In the event that any one or more of the assumptions set out in this Section 4 or Section 3.4 proves to be incorrect or where they change then the parties shall work together (acting reasonably and in good faith) to reduce the impact of this within the agreed timescales and charges and failing that then either:

- (a) the parties shall agree a Contract Change Notice to deal with the impact; or
- (b) the Seller may (without prejudice to any remedies that may be available to the Seller under the terms of the Agreement) charge the Buyer for such reasonable and demonstrable additional costs incurred as a result on a time and materials basis.

4.2 Invoicing

4.2.1 The Seller will submit invoices to the Buyer upon completion of each milestone attracting a milestone payment as set out in Section 4.5. These will be paid by the Buyer in accordance with the Agreement.

4.3 Additional Information

DESCRIPTION	INCLUDED IN CHARGES?
Travel and expenses	<i>Included</i>
Taxes	<i>Included</i>
Shipping, carriage, insurance and delivery of Deliverables to the Delivery Address	<i>Excluded</i>

4.4 Milestone Payments

4.4.1 Milestone Payments are represented in *Exhibit B* to the Agreement.

5 Governance

5.1.1 Throughout the period of the project, the Seller and the Buyer shall

- Meet at regular intervals as agreed between the Parties, to discuss progress and provide updates on the Project;
- Mutually agree on issue resolution and tracking;
- Mutually agree any changes to this SoW (whether cost impacting or not); and
- Mutually agree the escalation process (where different to the Agreement).

5.1.2 The minutes and any actions from meetings shall be recorded by the Seller or Buyer as mutually agreed and distributed to the relevant parties within five (5) working days of the meeting taking place.

5.1.3 Any changes to the project including scope, Deliverables, dates or Charges which have been discussed at the project meeting shall be agreed in accordance with a Change Order.

5.1.4 Seller reserves the right to refuse to perform any Services which would violate, or in Seller's reasonable opinion likely violate, any applicable country, federal, state and local laws, or if Seller deems such Services to be a safety risk to Seller's employees, subcontractors, agents, not including the COVID-19 pandemic. In such circumstances the Parties shall modify the scope of the SOW to make such Services legally permissible and safe to perform.

6 Additional Terms

6.1.1 The following Additional Terms apply to this SoW:

- Limitation of Liability.** NEITHER PARTY EXCLUDES NOR LIMITS ITS LIABILITY FOR PERSONAL INJURY OR DEATH ARISING OUT OF OR IN CONNECTION WITH ITS NEGLIGENCE OR FRAUDULENT MISREPRESENTATION, NOR FOR ANY OTHER FORM OF LOSS OR DAMAGE FOR WHICH IT IS NOT PERMITTED AT LAW TO EXCLUDE OR LIMIT LIABILITY.

SUBJECT TO THE ABOVE, AND NOTWITHSTANDING ANYTHING CONTAINED IN THESE CONDITIONS, THE SELLER'S LIABILITY TO THE BUYER UNDER THE CONTRACT SHALL NOT: (A) IN RESPECT OF DAMAGE TO TANGIBLE PROPERTY EXCEED \$1,000,000 IN YEARLY AGGREGATE (SUCH PERIOD TO COMMENCE ON THE DATE OF DELIVERY OF THE PRODUCTS); OR (B) IN RESPECT OF ANY AND ALL OTHER DIRECT LOSS CAUSED BY THE NEGLIGENCE OF OR BREACH OF ANY OBLIGATIONS HEREUNDER OF THE SELLER, ITS EMPLOYEES, SERVANTS AND/OR AGENTS EXCEED THE PRICE OR \$1,000,000 WHICHEVER IS THE GREATER.

NOTWITHSTANDING ANYTHING CONTAINED IN THESE CONDITIONS, THE SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE SUFFERED OR INCURRED BY THE BUYER ARISING OUT OF ANY BREACH OF THESE CONDITIONS AND, FOR THE PURPOSE OF THESE CONDITIONS, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS SHALL INCLUDE, BUT NOT BE LIMITED TO DAMAGE TO OR LOSS OF DATA OR OTHER EQUIPMENT OR PROPERTY, ECONOMIC LOSS OR DAMAGE, DAMAGE TO OR LOSS OF PROFITS, INTEREST, BUSINESS, GOODWILL, CONTRACTS, REVENUES OR ANTICIPATED SAVINGS AND THE INCURRING OF LIABILITY FOR LOSS OR DAMAGE OF ANY NATURE WHATSOEVER SUFFERED BY THIRD PARTIES (INCLUDING IN EACH CASE INCIDENTAL AND/OR PUNITIVE DAMAGES).

- ii. **Warranties.** In respect of all Products, the Seller will ensure the Buyer receives the benefit of any warranty that may have been given to the Seller by a third party manufacturer or supplier.

The Seller will on request supply to the Buyer (insofar as possible) details of the terms and conditions of any such warranty, but the Buyer shall be responsible for instructing itself on the terms of the same and ensuring full compliance with the terms thereof.

The Buyer shall ensure that the Products are properly serviced, maintained and operated in accordance with the Seller's recommendations (and any guarantee or warranty of the manufacturer or supplier) and are not fitted or used with any parts, accessories or ancillary equipment other than those recommended by the Seller in writing or stated by the Seller in writing to be suitable.

During the period of any warranty referred to in this Section 6.1.1 (ii), neither the Buyer nor any third party acting on behalf of or for the Buyer shall attempt to remedy any defect or to dismantle or otherwise tamper in any way with the Products except in accordance with specific written instructions, directions and/or requests of the Seller.

- iii. **Product Warranty Disclaimers.** EXCEPT FOR THE MANUFACTURER'S WARRANTY, IF ANY, AND TO THE EXTENT PERMITTED BY LAW, THE PRODUCTS PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OR PRODUCT NONINFRINGEMENT.
- iv. **Services Warranty.** Seller represents and warrants that: (i) Seller's Services shall not infringe the intellectual property rights of Buyer or any third party in its performance of Services.
- v. **PS Warranty Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, SELLER DOES NOT MAKE ANY WARRANTY OR REPRESENTATION FOR SERVICES PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE.
- vi. **Telecommunications.** Seller will not be responsible for the reliability of any internet service provider.
- vii. **Buyer-Owned/Consigned Product.** Buyer has title and risk of loss for Buyer-Owned / Consigned Product, while in Buyer's custody. Buyer will be responsible for obtaining and maintaining throughout the Term full

insurance coverage through its insurance carrier on all such Product and will provide a Certificate of Insurance to Seller evidencing the same.

For Buyer-Owned/Consigned Product, Buyer shall provide a packing slip and valuations to Seller prior to delivery to a Seller's designated location. Buyer must reference Seller's internal Buyer Owned Purchase Order, which is provided after SoW is signed. Seller reserves the right to reject any Buyer-Owned gear shipments which arrive without proper documentation e.g. a packing slip, references to Seller's Buyer Owned Purchase Order, or a fully signed SoW.

Product will be shipped to Buyers locations in accordance with Seller's International Delivery Questionnaire and Logistics Schedule (Contract Record #).

- viii. **Operational Support SoWs.** Seller shall not be liable under any circumstances for any loss, alteration, or corruption of any software, information, files, or media, or any corruption. Seller is not liable for any hardware failures and shall escalate any applicable hardware issues to the hardware manufacturer or its authorized distributor pursuant to a valid maintenance contract with the hardware manufacturer or authorized distributor. Buyer will receive a credit for the cost of hardware that fails during the operational period.
- ix. **FORCE MAJEURE.** The Seller shall be under no liability for any delay or failure to perform any of its obligations under the Contract in the event of Force Majeure. Following notification by the Seller to the Buyer of such event, the Seller shall be allowed a reasonable extension of time for the performance of its obligations. For the purposes of this term, "Force Majeure" means any act or circumstances beyond the Seller's reasonable control including, but not limited to, Act of God, act of terrorism, war, rebellion, riot, sabotage, fire, explosion, flood, drought, failure of power supply or other utilities, lock-out, strike, or other action taken by employees in contemplation or furtherance of a trade dispute, or any change in legislation. If an event of Force Majeure continues for a period of twenty-one (21) days from the date of notification by the Seller to the Buyer in accordance with this term, then the Seller may terminate the Contract forthwith without prejudice to any of its other rights hereunder. Force Majeure does not include the COVID-19 Pandemic.

7 Change Order

- 7.1** If the Project under this SoW deviates from the scope of work set out in Section 3 and/or the Parties agree to change any of the provisions of this SoW, the Parties shall sign a Change Order. Any amendment, waiver, or other alteration of this SoW shall be effective only if made in a writing signed by both Parties.

Exhibit A: Buyer Acceptance Form

Buyer: Country of Santa Barbara	
Project Name: 2020 Polling Place Project	
Opportunity Number: OP200080	Project ID:
Contract Number: 00044481	
Start Date: August 19, 2020	Completion Date: December 1, 2020
Deliverables:	
Computacenter Fusionstorm Inc. Comments:	
Buyer Comments:	
<p>The Seller representative signature below signifies the completion of Services, or Deliverable indicated above, under the contract referenced above.</p> <p>The Buyer will provide this completed Buyer Acceptance Form, or an E-mail providing acceptance, immediately following an acceptance period of ten (10) working days following Seller's submission of each Project deliverable and upon notification of Project completion (each an "Acceptance Period"). Notwithstanding the above, if the Buyer fails to provide acceptance or rejection within the Acceptance Period, the Services will be deemed completed and accepted.</p>	
Computacenter Fusionstorm Inc.	Buyer: County of Santa Barbara, Clerk-Recorder-Assessor
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature: <i>EXAMPLE – DO NOT SIGN</i>

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation at Selected Milestones

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$1,296,197.18**. In addition to the not-to-exceed amount, the County's Clerk-Recorder Assessor or designee is authorized to enter into change orders totaling up to 10% of that not-to-exceed amount, or \$129,619.72.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified **below**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

PHASE DESCRIPTION	MILESTONE	MILESTONE PAYMENT
Project Initiation	Delivery of Master Project Plan	\$355,057.18
Proof of Concept	Completion of IC Proof of Concept	\$272,000.00
Project Completion	Completion of Deinstallation	\$565,700.00
Expert Services	Operational Support – Post-Installation	\$72,600.00

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

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

EXHIBIT C

Indemnification and Insurance Requirements (For Information Technology Professional Services Contract)

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 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 the contract 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 by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their professional services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation Insurance** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if CONTRACTOR provides written declaration it has no employees)

4. **Technology Professional Liability Errors and Omissions Insurance** appropriate to the CONTRACTOR's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the COUNTY in the care, custody, or control of the CONTRACTOR. If not covered under the CONTRACTOR's liability policy, such "property" coverage of the Agency may be endorsed onto the CONTRACTOR's Cyber Liability Policy as covered property as follows:
 - b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the COUNTY that will be in the care, custody, or control of CONTRACTOR.
 - c. The Insurance obligations under this agreement shall be the greater of 1— all the Insurance coverage and limits carried by or available to the CONTRACTOR; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the CONTRACTOR under this agreement.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or 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 Entity.

B. Other Insurance Provisions

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

1. **Additional Insured – The COUNTY, its officers, officials, employees, 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 Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the **CONTRACTOR's insurance coverage shall be primary**. The primary coverage must be at least as broad

as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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 conduct 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:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- c. 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.