AGREEMENT BETWEEN the COUNTY OF SANTA CLARA and CCT TECHNOLOGIES, INC. d.b.a COMPUTERLAND of SILICON VALLEY for COMPUTER PERIPHERALS, ACCESSORIES and RELATED SERVICES

This Agreement is entered into by and between the County of Santa Clara (the “County”) and CCT Technologies d.b.a. ComputerLand of Silicon Valley (“Contractor” or “Supplier”) (the “Agreement”).

On June 5, 2012, the Board of Supervisors approved Agreement 5500002156.

The effective date of the Agreement is June 5, 2012. The parties intended to be bound, mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE: Computer Peripherals, Accessories and Related Services
AGREEMENT NUMBER: 5500002156
INITIAL AWARD DATE: June 5, 2012
AGREEMENT TERM: June 5, 2012 through June 30, 2015, unless terminated earlier or otherwise amended, with option by County to renew for two additional years
COMMODITY NAME / CODE: Computer Peripherals and Accessories / 204 Maintenance and Support / 251 Related Services / 92037
AUTHORIZED USER: ALL COUNTY AGENCIES and DEPARTMENTS
SUPPLIER: CCT Technologies Inc. d.b.a. ComputerLand of Silicon Valley 482 West San Carlos Street San Jose, CA 95110

Board of Supervisors: Mike Wasserman, George Shirakawa, Dave Cortese, Ken Yeager, Liz Kniss
County Executive: Jeffrey V. Smith
SUPPLIER CONTACT: Mandy Yaghoubi, Director, Sales
408-519-3224 Tel
408-519-3260 Fax
www.cland.com
myaghoubi@cland.com

SUPPLIER NUMBER: 1002586

PURPOSE: To establish a contract with CCT Technologies, Inc. d.b.a.
ComputerLand of Silicon Valley for the provision of computer
peripherals, accessories and related services

TAX STATUS: Taxable products; non-taxable services

PAYMENT TERMS: Net 30

TOTAL AGREEMENT VALUE: Not to Exceed $3,000,000
*Contractor understands that this Not to Exceed figure does not
represent a commitment by County to Contractor*

COUNTY CONTRACT ADMINISTRATOR: Caroline Kho, Procurement Contracts Specialist
Phone: 408-491-7428
Email: caroline.kho@proc.sccgov.org

REFERENCES: The following exhibits are incorporated and constitute a material
part of the Agreement:

Exhibit A: County of Santa Clara Standard Terms and Conditions
Exhibit B: Price Summary and Compensation Plan
Exhibit C: Technical and Service Level Requirements
Exhibit D: Statement of Work
Exhibit E: Insurance Requirements
Exhibit F: ASP Security Assessment Checklist
By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA

George Shirakawa, President
Board of Supervisors
Date: JUN 05 2012

CONTRACTOR

Printed Name: Cathy Souza
Title: Executive VP, Business Development
Date: 5/10/12

ATTEST

Lynn Magadan
Interim Clerk of the Board of Supervisors
Date: JUN 05 2012

APPROVED AS TO FORM AND LEGALITY

Robert Nakamae
Deputy County Counsel
Date: 5/10/12
EXHIBIT A
COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS

In the case of any conflict or inconsistencies among or between the documents comprising Agreement 5500002156, the County of Santa Clara Standard Terms and Conditions (Exhibit A) shall take precedence.

1. NON-EXCLUSIVE AGREEMENT
The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

2. PRODUCTS
Contractor agrees to provide the County all goods on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship goods. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS SENT BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. COUNTY'S ACCEPTANCE OF CONTRACTOR'S OFFER IS EXPRESSLY MADE CONDITIONAL ON THIS STATEMENT.

Contractor shall provide to the County, all documentation and manuals relevant to the goods to be supplied, at no additional cost. Such documentation and shall be delivered either in advance of the delivery of goods or concurrently with the delivery of goods.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

If required, Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the goods being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable goods and services.

County does not guarantee any minimum orders.

Spend figures, if provided, are approximate, and based upon both projected and historical data.
3. **NECESSARY ACTS AND FURTHER ASSURANCES**

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. **COUNTING DAYS**

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. **PRICING**

Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit B of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

Notwithstanding the above, if at any time during the term of the Agreement the Contractor offers special, promotional or reduced pricing when compared with the price paid by the County, County shall benefit from that pricing, and that pricing shall apply to the County at the same time that is offered to other entities. Contractor is required, on an ongoing basis, to inform the County of any such special, promotional or reduced pricing.

6. **MODIFICATION**

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by County’s Procurement Director.

7. **TIME OF THE ESSENCE**

Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. In the event that the Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor’s delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material and Contractor shall be liable for County’s damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County’s option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.
8. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship to Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

9. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County’s destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

10. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the County. Upon inspection, if the goods, services, or the tender of delivery fail in any respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

All inspection shall be made within a reasonable time after delivery as to ensure sufficient time for Contractor to work within the manufacturers' guidelines for all returns and/or replacement policy mandated upon the resellers and/or end-users. While this period is defined to be 30 days from the date of the delivery, and any dispute outside of the 30-days window must be handled as a case-by-case exceptions scenario, Contractor is very successful in negotiating favorable terms on behalf of its customers in most of the exceptions handling cases. Contractor shall exert best efforts to make sure that the County's exceptions handling requests are represented under the most favorable terms, whenever possible, for all DOA, RMA, or damaged goods and/or services. Contractor shall be responsible to reclaim and remove valid rejected goods or items at its own expense. Should Contractor fail to reclaim or remove valid rejected goods or items within a reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

In the event that the Contractor’s goods are not accepted by County due to DOA, RMA, or damaged goods reasons during the reasonable inspection period as mentioned above, and Contractor fails to provide a reasonable resolution, including, but not limited to replacement goods and/or service, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the goods elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

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3 EXHIBIT A – County of Santa Clara Standard Terms and Conditions Agreement 5500002156
The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County’s option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

11. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the Procurement Director, if he/she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor’s claim for adjustment, the Purchasing Director shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

12. INVOICING

Contractor shall invoice according to Exhibit B of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor’s complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

13. AVAILABILITY OF FUNDING

The County’s obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

14. PAYMENT

Payment shall be due Net 30 days from the date of acceptance of the goods ordered, or Net 30 days from the date of approval by County of correct and proper invoices, whichever date is later. Payment is deemed to have been made on the date when the County mails the warrant or initiates the electronic fund transfer.

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of goods or services (i.e. the County will not make “advance payments”). Unless specified in writing in a contract release purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County’s rights.
Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Agreement and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

15. **LATE PAYMENT CHARGES OR FEES**

The Contractor acknowledges and agrees that the County will not pay late payment charges.

16. **DISALLOWANCE**

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County’s option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

17. **TERMINATION FOR CONVENIENCE**

The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County by giving at least thirty (30) days written notice prior to the intended date of termination specifying the effective date and scope of such termination. If County determines that the Contractor’s actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to the Contractor and without any opportunity to cure.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as “materials”) prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services.

18. **TERMINATION FOR CAUSE**

County may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any contract release purchase order.

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5 | EXHIBIT A - County of Santa Clara Standard Terms and Conditions
| Agreement 5500002156
In the event of such termination, the Contractor shall be liable for any costs incurred by the County because of Contractor’s default. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County’s option, the County may offset such liability from any payment due to the Contractor under any contract or contract release purchase order with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provision of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon contractor’s default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor 10 days (or other specified time period by the County) to cure. If, within 10 days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor’s actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause.

19. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor’s insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party’s duties under this Agreement.

20. BUDGETARY CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement are contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

21. DISENTANGLEMENT

Contractor shall cooperate with County and County’s other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County’s efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of services or the County’s activities. Contractor shall return to County all County assets or information in Contractor’s possession.

For any software programs developed for use under the County’s Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.
County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

22. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be decided by the Director of Procurement or designee, who shall furnish the decision to the Contractor in writing. The decision of the Director of Procurement or designee shall be final and conclusive. The Contractor shall proceed diligently with the performance of the contract pending the Director of Procurement's decision. The Director of Procurement or designee shall not be required to decide issues that are legal or beyond his or her scope of expertise,

23. ACCOUNTABILITY

Contractors will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

24. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor.

As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

25. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the enquiring entity or the new entity is legally required to:

A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.
B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee.

C. Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

26. COMPLIANCE WITH ALL LAWS & REGULATIONS
Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et seq. the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

27. FORCE MAJEURE
Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the agreement and time for performance at its discretion.

28. CONFLICT OF INTEREST
Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.
29. INDEPENDENT CONTRACTOR
Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

30. INSURANCE
Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

31. DAMAGE AND REPAIR BY CONTRACTOR
Any and all damages caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within 72 hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

32. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE
The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

33. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS
Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 18700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.
34. INDEMNITY

County shall not be liable for, and Contractor shall defend, indemnify and hold harmless County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of County Parties. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under its agreement with the County.

35. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied. Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim.

36. WARRANTY

Any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall strictly conform to the County's requirements.

Contractor shall immediately replace or repair any good not conforming to any warranty, or provide services to conform to County's requirements. If after notice, Contractor fails to repair or replace goods, or to provide services to conform to County's requirements, Contractor shall promptly refund to County the full purchase price paid by the County. This remedy is non-exclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages.

During the provision of goods and services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

37. COOPERATION WITH REVIEW

Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.
Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

38. AUDIT RIGHTS

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of $10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County’s option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

39. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor’s activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide annual reports that include, at a minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, and (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested.

Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items and (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

40. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal
regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

41. COUNTY NO-SMOKING POLICY
Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

42. BEVERAGE NUTRITIONAL CRITERIA
If Contractor provides beverages through or for County departments, County programs, County-sponsored meetings or events, or at County owned/operated facilities, Contractor shall not use County funds to purchase beverages that do not meet the County’s nutritional beverage criteria, if applicable. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

43. NON-DISCRIMINATION
Contractor shall comply with all applicable Federal, State, and local laws and regulations, including Santa Clara County’s policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the contract for cause.
44. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively “Contractor”) are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

45. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Contractor’s proprietary information is contained in documents or information submitted to County and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County’s deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys’ fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

46. SEVERABILITY

Should any part of the Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

47. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.
48. USE OF COUNTY’S NAME FOR COMMERCIAL PURPOSES
Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement or designee.

49. HEADINGS AND TITLES
The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

50. HANDWRITTEN OR TYPED WORDS
Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

51. AMBIGUITIES
Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

52. ENTIRE AGREEMENT
This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

53. EXECUTION & COUNTERPARTS
This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature must be treated in all respects as having the same effect as an original signature. The original signature copy must be sent to the County by United States Postal Service mail, sent by courier or delivered by hand.

54. NOTICES
All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.
55. ACCOUNT MANAGER
Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County’s requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre- and post-sales support, problem resolution assistance and required information on a timely basis.

56. SURVIVAL
All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

57. ELECTRONIC COPY OF SIGNED AGREEMENT
All parties agree that an electronic copy of a signed contract shall have the same force and effect as an original signed contract provided that the Contractor agrees to deliver to the County the original signed contract within 7 business days of sending of sending an electronic copy. The term “electronic copy” for purposes of this provision refers to a transmission by facsimile or electronic mail in a portable document format.

58. CONTINUITY OF PROVISION OF PRODUCTS AND/OR SERVICES
In the event the County of Santa Clara declares an emergency or natural disaster, Contractor agrees to use commercially reasonable efforts to maintain the continuous flow of products and/or services to the County. To facilitate the continuous flow of products and/or services, Contractor Key Personnel, or their designee, shall be available on a 24x7 hour basis, 365 days.

59. AUTHORITY
Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity’s behalf, including the entity’s Board of Directors or Executive Director. This Agreement shall not be effective or binding unless approved in writing by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.

60. PERFORMANCE, TEST, MONITOR, AND EVALUATION
A. Performance:
   1. Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which advice is handled or services are rendered will be evaluated in light of the Contractor’s superior skill. Contractor shall provide equipment and perform work in a professional manner consistent with manufacturer and industry.
   2. Contractor shall provide all products, support and services required within the timelines listed in this Agreement.
B. Test:

1. County will use the criteria established in a Statement of Work (SOW) to determine the acceptance of each task and to test the system.

2. If the County, in its sole discretion, determines that the system has failed to meet a specific task, specification or requirements of the SOW or this Agreement, or that features or functions said to be present in the Contractor’s proposal are absent or do not function properly, County may execute any or all of the following:

3. Have the Contractor modify the system to eliminate the deficiency to County’s satisfaction;

4. Have the Contractor install new hardware as required;

5. Extend the acceptance testing period for a reasonable time period to allow time for Contractor to remedy the problems; or

6. Cancel this Agreement and its obligations to Contractor. Any pre-payments made to the Contractor shall be prorated to the termination date and the remainder refunded to the County.

C. Right to Monitor:

Contractor agrees to extend to the County or his/her designees and/or designated auditor the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

D. Corrective Action:

1. Contractor shall comply with all applicable State, Federal and County laws and regulations relating to its performance under this Agreement in all material respects.

2. If County discovers any practice, procedure, or policy of Contractor which materially deviates from the terms or requirements of this Agreement, which violates federal or state statutes or regulations, the County, in addition to its rights under Termination, may notify Contractor that corrective action is required.

3. Contractor shall correct any and all discrepancies, violations, or deficiencies to the satisfaction of the County within fourteen (14) calendar days, unless the corrective action requires additional time, in which case Contractor shall have a period of time to make corrections, but not longer than thirty (30) calendar days.

61. OWNERSHIP, ACCESS, SAFEGUARD AND RECOVERY OF COUNTY DATA

A. Ownership of County Data: As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not, without County’s written permission consent, use or disclose County Data other than in the performance of its obligations under this Contract.

B. Access to County Data: County may have access to County Data and use of the System and software as set forth in this Contract, 24x7, 365 days of the year.

C. Safeguarding County Data: Contractor acknowledges that during the term of this Contract and any mutually agreed upon extensions thereof, Contractor may use software or devices which (i) require user identification codes and passwords prior to gaining access, (ii) track the addition and deletion of authorized users and other end users, and (iii) control access by any end user to areas and features of the applicable system as designated by an authorized user, super user, or administrator.
D. Recovery of County Data: If any County Data is lost or damaged due to the acts or omissions of Contractor while resident in the System, Contractor shall use commercially reasonable efforts to assist in replacing or regenerating such Data at no additional cost to the County. In addition, within ten (10) business days of termination of Contract, and upon request by the County, Contractor shall return all County Data to the County in the format agreed upon by both parties.

62. CONTRACTING PRINCIPLES

Service contracts are subject to the Resolution of Contracting Principles adopted by the Santa Clara County Board of Supervisors. Contractor shall comply with the entire resolution including the following:

A. Contractor shall, during the term of the contract, comply with all applicable federal, state, and local rules, regulations and laws.

B. Contractor shall maintain financial records adequate to show that County funds paid under any contract for services were used for purposes consistent with the terms of the contract. Contractor shall make these records available upon request. These records shall be maintained during the term of the contract and for a period of three (3) years from termination of the contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of the contract.

C. Contractor shall provide to the County copies of any financial audits that have been completed during the term of the contract.

D. Upon County’s request, Contractor shall provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. The Provider shall be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the County's intended action.

63. SERVICE LEVEL AGREEMENT

If applicable, Contractor warrants that the service provided pursuant to this Agreement shall be available 100% of the time. Unavailability does not mean an inability to connect to the service due to a failure between the Customer’s computer and the Internet. System availability and response time shall be accurately, truthfully and precisely monitored by Contractor on a 24X7X365 basis. Contractor shall certify as to monitoring practice and procedures under penalty of perjury. Contractor shall provide a system availability and response time report at any time upon request by County.

64. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.
65. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity’s behalf, including the entity’s Board of Directors or Executive Director. This Agreement shall not be effective or binding unless approved in writing by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.
EXHIBIT B - PRICE SUMMARY AND COMPENSATION PLAN
Agreement 5500002156 CCT Technologies (dba ComputerLand)

<table>
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<th>Item</th>
<th>Product Category *</th>
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<tbody>
<tr>
<td>1</td>
<td>Cables and Cords (except network cables)</td>
<td>5%</td>
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<tr>
<td>2</td>
<td>Computer Accessories (Dock Stations, Monitor Stands, Carrying Cases, Batteries etc.)</td>
<td>4%</td>
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<td>3</td>
<td>Consumables limited to Toner / Ink Cartridges, CD and DVD media</td>
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<tr>
<td>4</td>
<td>Digital Cameras and Related Accessories</td>
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<tr>
<td>5</td>
<td>Fax Machines</td>
<td>4%</td>
</tr>
<tr>
<td>6</td>
<td>Hubs and Switches</td>
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<td>Keyboards</td>
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<td>Memory</td>
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<td>Sound and Graphic Cards</td>
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<td>21</td>
<td>Storage Drives (Floppy, Hard, USB Flash etc.)</td>
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</tr>
<tr>
<td>22</td>
<td>Voice Recorders</td>
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</tr>
</tbody>
</table>

Notes:

* 1. Refer to Exhibit C, Technical and Service Level Requirements, Item # 1, Products and Services for a sampling of manufacturer brands that may be ordered for each product category under this Agreement.

2. Some services offered at no cost to the County include:
   a. end of life replacement guidance
   b. pre sale technical support
   c. manufacturer roadmap meetings
   d. free pickup and delivery from ComputerLand’s office
   e. regular update meetings

3. Certain Green and Sustainable Computing Solutions listed under Exhibit C, Technical and Service Level Requirements, Item # 9, Value Added Services, may be with charge.

4. Extended Warranty thru 3rd Party Service Provider Partners is available with additional cost.

5. Unless otherwise specified on the quotation and invoice, all prices shall be FOB Destination, Freight Prepaid & Allowed.
EXHIBIT C
TECHNICAL AND SERVICE LEVEL REQUIREMENTS

1. Products and Services

a. Following is a sampling of the manufacturer brands that may be ordered for each product category:

1. Cables and Cords (except network cables) – Belkin, Kingston Tech, Tripp Lite and Cables to Go.

2. Computer Accessories (Dock Stations, Monitor Stands, Carrying Cases, Batteries etc.) – HP, Toshiba, Dell, Lenovo, Targus and Battery Technologies

3. Toner / Ink Cartridges, CD and DVD media – HP, Dell, 3M, Sony, Fujifilm and Memorex.

4. Digital Cameras and Related Accessories – Nikon, Sony, Canon, Kodak and Konica Minolta

5. Fax Machines – HP, Toshiba, Brother and Canon

6. Hubs and Switches – HP, Cisco, NetGear and Juniper

7. Keyboards – HP, Microsoft, Keytronics

8. Memory – HP, Kingston, EdgeTech, Future memory and V7

9. Mice – HP, Microsoft and Logitech

10. Modems – Hays, Zoom and US Robotics

11. Monitors and Displays (other than HP) – NEC, Samsung, Sharp and ViewSonic

12. Network Interface Cards (NICs) – HP, Intel, Transition Network, Allied Telesis, Broadcom, IBM

13. Optical Drives – HP, Sony, Lenovo and IBM

14. Plotters – HP, Canon and Epson

15. Power Supply and Protection – APC, Eaton, Tripp Lite and CyberPower

16. Printer Accessories – HP, Lexmark, Epson, Okidata
17. Printers – HP, Xerox, Epson, Okidata, Lexmark and Dell
18. Projectors – HP, Infocus, NEC, Samsung, Sharp, Toshiba and Epson
19. Scanners – HP, Fujitsu and Canon
20. Sound and Graphic Cards – Nvidia, Matrox, AMD, HP and ATI
21. Storage Drives (Floppy, Hard, USB Flash etc.) – SanDisk, Lexar, Imation and Kingston
22. Voice Recorders – Sony, Philips and Olympus

b. Contractor shall refine a product category and create sub-categories if required by County.

c. Contractor shall maintain a database of existing manufacturers with which it has resale relationships with. Contractor shall add new manufacturers to the list when requested by County.

d. Contractor agrees that there will be no manufacturer of peripherals and/or accessories with whom it will refuse to do business with if such manufacturer is willing to transact business with Contractor. Contractor shall advise the County of any excluded manufacturer and provide an explanation for the non-representation.

e. Contractor’s major source suppliers include HP Direct, Ingram Micro, Tech Data, Synnex, Arrow Electronics and Dell Direct. Due to Contractor’s high volume, Contractor guarantees that it is obtaining Tier 1 pricing from its identified sources.

f. Contractor shall handle all returns on behalf of manufacturers; Contractor shall be County’s main point of contact.

(1) Unless otherwise specifically noted on the Contractor quote, Contractor shall honor the standard return policy of thirty (30) days.

(2) There shall be no restocking fees imposed on the County for products returned within the allowable period AND if no prior written notice (specifically noted on Contractor quote) to this effect is provided for by the Contractor.

(3) Contractor shall accept incorrect or unwanted products even if these have been opened provided product is returned during the allowable period, except under the following circumstance:
a. OEM or source does not agree to accept returns of incorrect or unwanted products; **AND**

b. Such restriction is specifically noted on the Contractor quote.

(4) Contractor agrees to provide cash refund in lieu of credit for returned products, should the County require it.

(5) If a product is found to be damaged or Dead on Arrival (DOA) after the package is opened, Contractor shall accept the return of the product and issue a full cash or credit refund. County does not have to resort to invoking warranty rights to have product replaced or refunded.

(6) County shall not pay for any return freight for:

a. Products returned due to Reseller/OEM/Source error; **OR**

b. Where OEM/Source agrees not to charge Reseller or County for return freight for any reason.

g. Contractor shall commit to be in good credit standing with major suppliers and distribution channels. Contractor shall exert best efforts to maintain its distribution rights for the life of the Agreement.

h. Contractor shall source products from all manufacturers as required by the County unless a manufacturer strictly offers its products for direct sale to the customers. Contractor shall reach out to manufacturers to establish partnerships.

2. **Pricing**

a. Contractor shall offer the County a Cost-Plus Markup Pricing model. The mark-up percentage for each product category shall be indicated on Exhibit B. Contractor will obtain special pricing from the manufacturers for large volume purchases to ensure County of best available pricing.

b. Contractor shall always offer most favorable and most aggressive pricing to County.

c. Contractor shall provide documentation of price accuracy whenever requested by the County.

**All quotations shall indicate Contractor’s cost or the percentage markup or both.**

d. Since Contractor is offering the County a cost plus pricing model, Contractor shall adhere to latest market conditions as it changes, including price drops.
e. Contractor shall always request special pricing from manufacturers on larger volume purchases to ensure best prices. Contractor will notify the County of any available rebates or promotions.

f. Contractor shall act in the County's best interest and utilize the purchase channel that is most advantageous to the County. In the event that County is able to obtain better pricing directly from the manufacturer, Contractor shall contact the manufacturer offering direct pricing and leverage Contractor's relationship and sales volume to request that same pricing be offered through Contractor.

g. Contractor shall exert best efforts to match any price offered by another reseller. Exception to price matching would be in the case of a Registered Opportunity whereby a particular reseller is offered special pricing by the manufacturer.

h. Contractor shall negotiate with manufacturers on behalf of the County to offer County better pricing / deeper discount when volume on a product or product line significantly increases especially as in the case of County internal standardization on a product or product line.

i. Contractor shall offer the County an annual volume rebate for all purchases beyond a yearly $250,000 threshold.

Rebates shall be calculated by multiplying 0.25% by the cumulative total of all County purchases in excess of $250,000 between July 1st and June 30th of each year. Rebates rate shall increase to 0.50% of the cumulative spend in excess of $1,000,000 for the 12 month period from July 1st thru June 30th of the year.

All rebates shall be remitted to the County Procurement Department no later than thirty (30) days after June 30th of the year.

3. Order Process

a. Contractor shall accept requests for quotes via email, phone, or online, and then process the resulting order received via fax or email.

b. Contractor shall accept electronic online submission of orders, should the County opt for this method. Contractor shall provide customized tools to accommodate County's process and requirements.

c. Taxable and non-taxable items shall be clearly marked on all quotations submitted by Contractor. Quotations, where inaccurate, will be adjusted immediately by Contractor.
d. Contractor's standard order process is as follows:

(1) When a request for quote is received, the Account Manager will respond within four (4) business hours with the generated quote or request for clarification.

(2) The generated quote is entered into Contractor's ERP system, Axapta, as a quote for a potential Sales Order. Quote is submitted to the requestor via email in pdf format.

(3) Upon receipt of an order, the Customer (County) Purchase Order (PO) information is added to the Sales Order and a confirmation is sent to the end user with estimated delivery time.

(4) The Sales Order is converted to a Contractor Purchase Order which is then processed with the most appropriate source within twenty four (24) hours.

(5) If no assembly, configuration, tagging or other manual task is needed to complete the Order, it is drop shipped directly to the Customer and Order usually arrives within two (2) to five (5) days. If the product is backordered at the source, the Customer is notified of the estimated ship date.

(6) If manual activity is required of the Contractor, the ordered item is delivered to Contractor, the task(s) performed, and then ordered item is delivered by Customer to the County. An invoice is generated upon delivery of the ordered item by Contractor and acceptance by the County.

Diagram below illustrates the Order Process Flow:
e. Products shall generally be shipped within twenty-four (24) hours, with delivery following in two (2) to five (5) days. The County will be notified of shipment and estimated delivery dates, as well as backorder issues within forty-eight (48) hours of receipt of Order.

f. Both of Contractor online and offline systems shall allow the filtering and limiting of available orderable products by categories, manufacturer, product line, subcategories, custom defined field, as well as SKU level details. Contractor shall flag its customer file to allow or limit purchasing options, as defined by the County's specifications. This shall be done at the online screen display level or Contractor can custom define the catalog itself to include only the items following the requirements set forth by the County.

g. Contractor shall add a filter to limit the amount of related services engaged to comply with the County's Board Policy requiring that all services be limited to forty (40) hours per week or five (5) working days per week.

h. Contractor online ordering system, if opted for use by the County, shall have a built in multi-level approval process. Depending on the criteria set forth by the County, Contractor is able to auto-trigger mandatory approval request, currently up to three (3) levels, and this can be further increased, if necessary. When the approval function kicks in, the appropriate approver will be notified via email to review and release the order for further processing.

i. For items not on the approved standards list or over the approved dollar amount for its category, Contractor shall work with County to establish the approval levels needed for these non-standard items which would be implemented by the Account Manager. The County end user will be notified that the item is non-standard and will be given alternatives that are considered standard, or Contractor may work with the County within the approval framework to have the non-standard item approved.

Following Diagram illustrates the process:
Workflow Process for Orders Including Online Approval Capability

Within the approved standards?  
Within the defined dollar amount?  
Any other issues to be reviewed manually?

New

Corrected

County "Orderer" Initiate a quote

Need Approval?

Yes

No

Within  
Need Approval?

Yes

No

Order Approved?

Quote converted to PO. Alert & confirmation emailed

ComputerLand places the order with distribution

Need further modification to the equipment ordered?

Yes

No

ComputerLand delivers the product(s) to approved County shipping address

Distribution direct-ships to approved County shipping address

No

Yes

Mail alert sent to 2nd level Approver for a sign off

ComputerLand receives the shipment, does additional work necessary.

Order Approved?

No

Yes

Mail alert with a copy of the quote sent to 1st level Approver for sign off

Notification sent to original Orderer for further action

Order Approved?

Mail alert sent to 2nd level Approver for a sign off

Need 2nd Approval?

Yes

No

Shipmen Tracking Information Updated

Exhibit C – Technical and Service Level Requirements  
Agreement 5500002156
j. Contractor shall have a fully electronic approval function built into its online ordering/quoting system.

k. While Contractor does not have SAP APIs currently available for its ordering system, Contractor is able to and shall produce any number of customized and/or standardized reports for the County's SAP integration efforts.

l. Contractor shall do a daily update of its order shipment link download, which includes a link out to the shipment carriers' websites with the tracking number. The tracking number link provides a real-time shipment status.

4. *Delivery of Products*

a. Products can be drop shipped directly from the source warehouse to the location of the County's choice, or the product can be shipped to Contractor and hand delivered to the location by Contractor staff as is required.

b. Expedited delivery shall be accommodated thru Next Day Shipping or 2<sup>nd</sup> Day Delivery. Surcharges may apply.

c. Pursuant to Section 9, Shipping and Risk of Loss, of Exhibit A, and Section 2, Pricing, of this Exhibit, all shipments shall be FOB Destination, Freight Prepaid and Allowed except for special and expedited orders, when Contractor incurs additional charges, other than the standard freight and handling charges of products ordered under normal circumstance.

The expedited or special charge will be listed as a separate line item and footnoted on the quotation and invoice. Expedited or special charges are not to be marked up and not to be added to the Contractor's acquisition cost in the determination of the selling price (Cost + Markup) to the County. Acquisition cost is to cover only standard freight and handling charges of products ordered under normal circumstance.

d. Contractor shall indicate the carrier name with complete contact information including web address on the Order Confirmation.
5. **Invoicing and Billing**

   a. Contractor shall invoice each order individually. A bill-to address will be provided by the County on all written orders (Contract Release Purchase Orders).

   b. Orders are invoiced and the invoices sent at the time the product is drop-shipped or hand delivered. The invoice will contain, at minimum: invoice number, invoice date, remit to address, ship-to address, bill-to address, Contract Release Purchase Order number, quantity, part number, description of product, list price, unit price, extension price, sales tax, invoice total, payment terms and discounts provided.

   c. Contractor shall notify County of any incorrect payments within thirty (30) days of payment receipt.

   d. Taxable and non-taxable items shall be clearly marked on all invoices.

   e. Contractor shall adjust any confirmed inaccurate invoices immediately.

6. **Services and Reporting**

   a. Contractor shall be the primary point of contact for all contractual matters and shall immediately resolve issues, including those with the manufacturer or shipping company.

   b. Contractor shall to identify each County agency or department, by the County assigned budget unit, as a separate customer within the County's organization. County agencies and departments may be added or modified as necessary to reflect changes in the County's organizational structure.

   c. Contractor shall adhere to the following Service Level Agreement (SLA) metrics:

      i. **Response Time:**
         - for Quotes - 4 business hours
         - for Order Confirmation - 8 business hours

      ii. **Delivery Date:** 1 – 5 days from date order received, depending on geographic location of source. In-state sources are always used when product is available, resulting in 1-3 days for delivery.

      iii. **Fill Rate:** Contractor fills 100% of orders received, recommending replacements for discontinued products
iv. Report Timeliness: on demand or as per schedule determined by County

v. Customer Satisfaction: on demand or as per schedule determined by County

d. Contractor shall provide the names of its Key Personnel. Currently:
   
   ➢ Primary Point of Contact:
     Mandy Yaghoubi, Director of Sales

   ➢ Escalation Points of Contact:
     Cathy Souza, VP of Business Development
     Connie Tang, Chief Executive Officer

e. Contractor shall exert best efforts to resolve all complaints to the County’s satisfaction.

f. Contractor shall provide reports needed and as specified by the County, based upon data availability. Purchasing data is maintained by Contractor electronically for a minimum of ten (10) years. Reports can be produced for the County as requested by the County’s Procurement Department or any other County agency or department. Standard purchase history reports shall include following data: Contact name, email and phone, Department identification, Item Description, Manufacturer’s Part Number, Quantity, Unit Price, Extended Price, Customer PO number.

   Aside from Unit Price and Extended Price, all Reports must include Contractor’s cost and/or percentage (%) markup for each product ordered, when applicable.

g. Contractor shall provide warranty information with the original Quote, including the cost of any available extended warranty where applicable. When requested, Contractor shall provide reports on the County’s warranties and maintenance scheduling to help budget and plan for renewal dates. Contractor shall also work with the County to establish an understanding of technology end of life, refresh opportunities and others.

h. Contractor shall proactively provide renewal quotes to individual County agency or department for services/maintenance at least sixty (60) days in advance of expiration.

7. Website

a. Phase I – Off the Shelf, No Charge

   Contractor shall have a ready-made Website available for use by County for product search and online product quotes. This Off the Shelf Website (Quotation Catalog) shall be available for County use beginning July 1, 2012.

   Contractor shall provide training to County users regarding use of the Website at no additional cost.
b. Phase II – Customized Website including Online Ordering, No Charge

1. Contractor shall further customize the Website to meet the County’s ongoing requirements. In the development and support of this Website specific to the County, Contractor agrees to provide the following to the County at no additional charge:

   a. In-house development team to develop, customize and modify software and tools to best serve County’s requirements.

   b. In-house technical services team to support and monitor the setup and maintenance of the infrastructure and technical operations and security

   c. A highly dedicated and experienced account representative with knowledge of government, public sector and County of Santa Clara requirements.

2. The Customized Website shall be provided to the County at a mutually agreed upon date. The Customized Website shall have the following minimum functionalities / capabilities:

   a. Custom Catalog – Limit product orders based on internal standards established by the County. The standards may be based on manufacturer, product line, or specific products.

   b. Ability to exclude certain manufacturer products from purchase for a particular category or product.

   c. Ability to restrict ordering of certain products for which the County has existing contracts with the publishers of the said products from this Agreement.

   d. Accommodate County’s approval process for ordering restricted software.

   e. Ability to track order.

   f. Workflow and approval process to be entirely done electronically on the Contractor’s system.

   g. Provide notification for milestone dates such as shipment and delivery.

   h. Secure Access

3. Contractor agrees to provide, at no additional cost to the County, and at a mutually agreed upon date, a web based Asset Management functionality that would allow the County to store the inventory purchased from the Contractor’s website and produce necessary report to assess the need for replacement and/or disposal of any equipment that may be approaching its end-of-life phase.
4. Customized Website shall have the capabilities of storing contacts. All files will be securely stored on Contractor's server. While the ability to upload and display any of the information that Contractor stores is available, Contractor will work with the County to display only the information that the County explicitly requests and approves.

5. Customized Website shall have an online client tool that will allow the County to control the display of any announcements and/or general information displayed to the user community that the County would manage.

6. The online tool shall include a searchable catalog of more than 90,000 products, which can be filtered by any combination of criteria, including by manufacturers, product category, sub category, part numbers, or other custom defined field.

7. Online product quoting tools, including several custom tools, for examples, a) the ability to preload County approval chains and; b) pre-approved shipping locations shall be made available to the County.

8. Contractor shall provide any customized online reports as requested by the County. As a default, all orders placed through Contractor's system will be available for review for all approved users, as defined by the County's specification and request. Order status, including the tracking number, shall be made available as well.

9. Online reports, as well as offline reports shall be available only to the County's approved users.

10. Contractor's servers are physically located in a secure environment with the latest physical and online security measurement. While Contractor keeps the storage of any sensitive data to a minimal level, all sensitive data that are passed and stored, including passwords shall be transmitted using the standard high-level encryption.

11. Contractor shall provide formal user training on the use and features of the customized Website at no additional cost to the County.

c. Phase III— SAP Integration with Charge

This is to be reviewed separately at a mutually agreed upon date and if and when requested by County.

An additional separate Statement of Work (SOW) shall be required for all project management, implementation work, and final acceptance test related to the SAP integration.
Specific deliverables, milestones, and acceptance criteria are not articulated at this time but will be developed as the business needs arise. At least fourteen (14) days prior to the commencement of work, Contractor shall submit a mutually agreed upon detailed and finalized SOW. This finalized SOW shall include all phases, tasks to be performed, the roles and responsibilities of the parties, deliverables, timelines, completion criteria of each task, and final acceptance criteria. Each task shall include, but not be limited to, site preparation, implementation, installation, training, final acceptance testing and on-going services and support. The SOW shall not be effective without the express, prior written consent of both parties to this Agreement.

Contractor will work with the County to ensure that each SOW conforms to the County's requirements. Contractor shall perform all tasks listed in the SOW to the satisfaction of and subject to the acceptance of the County. All travel expenses must comply with the County of Santa Clara Travel Policy.

8. **Warranty**

a. Contractor shall clearly display all warranty information for products ordered on the Quote as well as on the invoice.

b. Contractor shall accept and honor all manufacturer warranties and will be the primary point of contact in resolving all warranty issues that may arise. If a product is under warranty, Contractor shall immediately replace the product or component at no cost to the County, in the event of a product failure.

c. Whenever possible, Contractor shall work with manufacturers and offer the County prorated maintenance on all hardware to co-terminate with the Agreement term.

9. **Value Added Services**

a. Contractor shall provide a variety of pre-sale services to the County at no additional cost. This includes but is not limited to recommending product based on the best fit for the environment and solution needed, end of life replacement guidance, technical specifications, suggestion of alternative vendors, and manufacturer roadmap meetings to help plan for future acquisitions.

b. Contractor shall supply the County with extended warranty through one of its 3rd party service provider partners.

c. Contractor shall offer free pickup and delivery from ComputerLand office located centrally in downtown San Jose.
d. Contractor shall conduct regular update meetings with key County purchasers at no additional cost.

e. Contractor shall commit to working with the County in promoting environmentally preferable product purchasing.

ComputerLand supports both EPEAT and ENERGY STAR, programs developed by US EPA, and works closely with manufacturers in the IT industry with the same recognition. All EPEAT-registered products have reduced levels of cadmium, lead, and mercury to better protect human health and the environment. ENERGY STAR adds value by making it easy for resellers to identify computers that are more energy efficient than conventional models.

ComputerLand’s Green and Sustainable Computing Solutions are highlighted below.
## Attaining Green and Sustainable Computing Solutions

### Acquisition
- Assess current environment
- Identify wasted energy and resources
- Learn about products and technology solutions that conserve energy and minimize hardware needs
- Procure with awareness
- Keep up with solutions, programs, and technology

### Utilization
- Compute more with less
- Monitor and control energy consumption
- Implement IT processes and procedures that maximize energy efficiency
- Optimize resource utilization
- Minimize e-waste

### Disposal
- Donate for reuse
- Redeploy whenever possible
- Take advantage of many vendor sponsored recycling and disposal initiatives.
- Use an electronics recycler for all other IT disposal

---

### ComputerLand provides EPEAT/Energy Star information and proactively suggests energy efficient and eco-friendly, alternate products when available. These products promote:
- Energy efficiency
- Design for recycling & sustainability
- Responsible sourcing
- Smart packaging
- Offer electronic procurement document handling (e.g., quotes, PO's, invoicing)
- Provide integrated citywide eProcurement webtool
- Encourage electronic software download delivery when available
- Offer green delivery options (e.g. bulk packaging, HP Smart Delivery)

### Qualified, certified, experienced technology solutions team comprised of systems engineers, technicians, and project managers to assess, recommend, and deliver solutions such as:
- Technology asset consolidation & redeployment
- Data Center management
- Power management
- Storage solutions
- Virtualization
- Remote collaboration technologies
- Print optimization
- IT monitoring & policy management solutions

### Knowledgeable about manufacturer sponsored recycling, rebate, reward points, buy-back, and other special programs to keep unwanted equipment out of landfills.
- Dell Recycling & Plant a Tree for Me Program
- HP Planet Partners Recycling Program
- HP PurchaseEdge Program
- IBM Asset Recovery & Buyback Program
- Cisco TakeBack & Recycle Program

### We partner with manufacturers and other local vendors to provide data security and convenience in disposing end-of-life equipment responsibly.
EXHIBIT D – STATEMENT OF WORK
Agreement 5500002156

*** This Statement of Work is for the development and support of the Customized Website, Phase 2 as discussed in Exhibit C, Technical and Service Level Requirements, Item #7, Website ***

1. Project Implementation Plan and Project Management Team

   a. ComputerLand shall design a Customized Website at no cost to the County, to meet the County’s needs and train department heads on its use. ComputerLand shall work with department contacts to educate them on the County’s standards list and provide them with major manufacturers’ technology roadmaps. ComputerLand shall explain its role as trusted advisor in suggesting alternative products within the County standards list that will benefit the County and meet the technology needs of a given project. ComputerLand shall train County users on its order processes and how to handle issues like DOA, RMA, defective products, and expedited orders.

   b. ComputerLand shall set up regular meetings between ComputerLand Account Manager and the appropriate County staff to ensure that the relationship is going smoothly and to address any issues. ComputerLand’s local technical team shall be made available in various technology areas to help resolve any technical issues and provide guidance to the County. ComputerLand shall also arrange meetings with manufacturers to update the County on the latest technology.

   c. To ensure a successful implementation, ComputerLand shall need the County to supply its standards list, contact lists, share with ComputerLand the scope of specific projects for which product is being ordered so that ComputerLand can meet its technology needs and make the appropriate recommendations.

   d. ComputerLand Account Manager shall attend to all aspects of the implementation process, including ensuring that County has all the information needed.

   e. Current Project staff include:

      1. Mandy Yaghourbi (Account Manager - Central Point of Contact)
      2. Cathy Souza (Executive Decision Maker)
      3. Joseph Laiuw (Senior Product Tool Development Head)
      4. Sheri York (Sales and Process Flow Manager)
      5. Michelle Fama (Purchasing Manager)
      6. KK Pang (Accounting Operations)
      7. Derek Wong (Billing)
      8. Joanne Cho (Project Management, User Support and Training for Website development and implementation)
2. **Project Work Plan**

   *a. Task Level*

<table>
<thead>
<tr>
<th>Pre-launch tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Identify County stakeholders, business leads, technical leads/liaison, power users</td>
</tr>
<tr>
<td>2. Interview key members named above to gather business and system requirements, special/unique criteria, approval process, integration needs, exceptions handling criteria and procedure, and key milestones and deliverable</td>
</tr>
<tr>
<td>3. Draft a communication plan for periodic review, necessary sign offs, and on-going communication between the County and ComputerLand</td>
</tr>
<tr>
<td>4. Build an end-to-end prototype with all business flow outlined for County leads’ review and sign off.</td>
</tr>
<tr>
<td>5. Testing/QA</td>
</tr>
<tr>
<td>6. Meet with County for sign off and release schedule</td>
</tr>
<tr>
<td>7. User Training and Support</td>
</tr>
<tr>
<td>8. Execute Orders (all inclusive, starting from quote generation and completing with successful delivery of the purchased goods.)</td>
</tr>
<tr>
<td>9. Periodic process review and reporting as identified in the communications plan.</td>
</tr>
</tbody>
</table>
### Post-launch on-going tasks:

1. Identify the need
2. Obtain authorization to fulfill the need
3. Communicate the need to ComputerLand (via on- or offline PO)
4. ComputerLand sources for best solution for the identified need
5. ComputerLand fills the need
6. Communicates with County of the result
7. County's identified need fulfilled
8. County is invoiced by ComputerLand
9. Invoice Paid

---

**b. Identify All Resources**

<table>
<thead>
<tr>
<th>Resource Name</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cathy Souza</td>
<td>Executive Decision Maker</td>
</tr>
<tr>
<td>2. Mandy Yaghoubi</td>
<td>Sales – Central Point of Contact for County</td>
</tr>
<tr>
<td>4. Sheri York</td>
<td>Sales &amp; Process Flow Manager &amp; Support</td>
</tr>
<tr>
<td>5. Michelle Fama</td>
<td>Purchasing Manager</td>
</tr>
<tr>
<td>6. KK Pang</td>
<td>Operations Manager, including product delivery</td>
</tr>
<tr>
<td>7. Cici Shek</td>
<td>Accounting</td>
</tr>
<tr>
<td>8. Joanne Cho</td>
<td>Project Manager; User Training and Support</td>
</tr>
</tbody>
</table>

---

3 Exhibit D – Statement of Work  
CCT Technologies Inc. dba ComputerLand of Silicon Valley  
Agreement 5500002156
Above are the key members identified and assigned to the County project for each business area identified. Each of these people will have one or more supporting resources as needed.

II. County Resources

<table>
<thead>
<tr>
<th>Resource Name</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Executive Team</td>
<td>Contract Agreement Signoff</td>
</tr>
<tr>
<td>2. Stakeholder(s)</td>
<td>Clearly identify and communicate the County’s operational flow of the purchasing process, the need, and review and sign off on proposed plan and delivery as needed</td>
</tr>
<tr>
<td>3. Project Liaison</td>
<td>Central point of contact for communication relating to the project</td>
</tr>
<tr>
<td>4. Department Procurement</td>
<td>Communicate with ComputerLand about the County’s needs, order flow, exceptions cases, etc</td>
</tr>
<tr>
<td>Manager(s)</td>
<td></td>
</tr>
<tr>
<td>5. Power Users</td>
<td>Engage with ComputerLand for user training and support as needed to execute the business requirement successfully.</td>
</tr>
</tbody>
</table>

C. Deliverables

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Identify County stakeholders, business leads, technical</td>
<td>Names of departments, names, and contact details for identified person(s)</td>
</tr>
<tr>
<td>leads/liaison, power users</td>
<td></td>
</tr>
<tr>
<td>2. Interview key members named above to gather business and</td>
<td>Requirement documentation(s), policies, review/fulfillment criteria, approval flow understanding, milestone and deliverable dates, procedure documentation, exceptions handling criteria and escalation path identification.</td>
</tr>
<tr>
<td>system requirements, special/unique criteria, approval</td>
<td></td>
</tr>
<tr>
<td>process, integration needs, exceptions handling criteria and</td>
<td></td>
</tr>
<tr>
<td>procedure, and key milestones</td>
<td></td>
</tr>
</tbody>
</table>

Exhibit D – Statement of Work
CCT Technologies Inc. dba ComputerLand of Silicon Valley
Agreement 5500002156
<table>
<thead>
<tr>
<th></th>
<th>and deliverable</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Draft a communication plan for periodic review, necessary sign offs, and on-going communication between the County and ComputerLand</td>
<td>A signed-off communications plan</td>
</tr>
<tr>
<td>4</td>
<td>Build an end-to-end prototype with all business flow outlined for County leads' review and sign off.</td>
<td>Prototype online tool&lt;br&gt;Agreed process flow diagram&lt;br&gt;Reviewed and Signed</td>
</tr>
<tr>
<td>5</td>
<td>Testing/QA</td>
<td>Test/Mock Order processed end-to-end with all the necessary handshake between the County and ComputerLand</td>
</tr>
<tr>
<td>6</td>
<td>Meet with County for sign off and release schedule</td>
<td>Sign off on the end-to-end order fulfillment process and flow</td>
</tr>
<tr>
<td>7</td>
<td>User Training and Support</td>
<td>Training documentation; (in-person training schedule, if opt-in)</td>
</tr>
<tr>
<td>8</td>
<td>Execute Orders (all inclusive, starting from quote generation and completing with successful delivery of the purchased goods.)</td>
<td>(Further explained below as an on-going task)</td>
</tr>
<tr>
<td>9</td>
<td>Periodic process review and reporting as identified in the communications plan.</td>
<td>Scheduled meetings, conf calls, or email exchanges; reports as identified.</td>
</tr>
</tbody>
</table>
### Deliverables for Order Quoting and Processing

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Identify the need</td>
<td>County user needs (an) item(s) for purchase</td>
</tr>
<tr>
<td>2. Obtain authorization to fulfill the need</td>
<td>County obtain necessary approval and generate a PO via SAP</td>
</tr>
<tr>
<td>3. Communicate the need to ComputerLand (via on- or offline PO)</td>
<td>PO submitted to ComputerLand</td>
</tr>
<tr>
<td></td>
<td>ComputerLand reviews the order to make sure that it's on the approved list; otherwise, follows the exceptions handling procedure;</td>
</tr>
<tr>
<td>4. ComputerLand sources for best solution for the identified need</td>
<td>Equipment needed sourced</td>
</tr>
<tr>
<td>5. ComputerLand fills the need</td>
<td>Shipment sent</td>
</tr>
<tr>
<td>6. ComputerLand Communicates result to County</td>
<td>Tracking information, order confirmation</td>
</tr>
<tr>
<td>7. County's identified need fulfilled</td>
<td>Delivery received at the County facility</td>
</tr>
<tr>
<td>8. County is invoiced by ComputerLand</td>
<td>Invoice</td>
</tr>
<tr>
<td>9. Invoice Paid</td>
<td>Receipt; Reporting (on agreed upon schedule)</td>
</tr>
</tbody>
</table>
### d. Timeline

<table>
<thead>
<tr>
<th>Project Task</th>
<th>Estimated timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Identify County stakeholders, business leads, technical leads/liaison, power users</td>
<td>1 week</td>
</tr>
<tr>
<td>2. Interview key members named above to gather business and system requirements, special/unique criteria, approval process, integration needs, exceptions handling criteria and procedure, and key milestones and deliverable</td>
<td>2-3 weeks</td>
</tr>
<tr>
<td>3. Draft a communication plan for periodic review, necessary sign offs, and on-going communication between the County and ComputerLand</td>
<td>2-3 days</td>
</tr>
<tr>
<td>4. Build an end-to-end prototype with all business flow outlined for County leads' review and sign off</td>
<td>6-8 weeks*</td>
</tr>
<tr>
<td>5. Testing/QA</td>
<td>1 week</td>
</tr>
<tr>
<td>6. Meet with County for sign off and release</td>
<td>2 weeks</td>
</tr>
<tr>
<td>7. User Training and Support</td>
<td>Release of user-guide upon launch; support and 1-hour in person training available upon request</td>
</tr>
<tr>
<td>8. Execute Orders (all inclusive, starting from quote generation and completing with successful delivery of the purchased goods.)</td>
<td>TBD</td>
</tr>
</tbody>
</table>
*Duration for this phase of the implementation can vary drastically depending on the County’s specific needs and requirements and cannot be accurately quantified until those are made known. 6-8 weeks is an estimate.

**e. Acceptance Criteria**

Acceptance criteria, in general, are when the item identified as the “need” is fulfilled in the condition and in the time frame that was expected and outlined in the Agreement.

**f. Plan Progress Charts**
3. **Training Plan**

   a. The purchasing process and the tools necessary will accompany all training necessary to get everyone acquainted and comfortable with use. ComputerLand will provide user documentation clearly outlining all functionalities of any tools that ComputerLand provides, and general documentation of the end-to-end purchasing procedures specific to the County’s requirements.

   This documentation will be disseminated using any method desired and approved by the County, including but not limited to email attachment, online download, as ComputerLand in-person, onsite training sessions, by appointment. Audience should include the technical staff and order processing staff.

   b. The training material can be made available online for download by open download link, or by secured sign-in access only.

4. **Documentation**

   ComputerLand shall provide a general process flow diagram and documentation upon County’s approval and sign off of all process. ComputerLand shall also provide user documentation for all tools that ComputerLand may provide to the County with specific step-by-step explanation, including all necessary screen shots of the proposed tool(s). Documentation shall be disseminated using the mentioned methods described in Section 3 above.

5. **Acceptance Test Plan**

   ComputerLand has formalized test plan templates that ComputerLand compiles when the project scope will benefit from these longer and more comprehensive steps and documentation.

   Below is a summarized snapshot of ComputerLand’s simple testing plan.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Planned Completion Date</th>
<th>Actual Completion Date</th>
<th>Deliverable/Checkpoint</th>
</tr>
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<tbody>
<tr>
<td>Establish Acceptance Test Environment</td>
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<td>Acceptance Test Environment Inventory</td>
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<tr>
<td>Conduct Acceptance Test Readiness Review</td>
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<td>Draft Acceptance Test Plan Matrix</td>
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<td>Completed Test Readiness Review Checklist</td>
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<tr>
<td>Execute Tests</td>
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<td>Acceptance Test Progress</td>
</tr>
<tr>
<td>Communication Tools:</td>
<td></td>
<td></td>
<td>Acceptance Test Result Log</td>
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<tr>
<td>Fax, Email based PO transmit OK</td>
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<td>Acceptance Test Result Log</td>
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<tr>
<td>Web-based quoting and ordering</td>
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<td>Acceptance Test Result Log</td>
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<tr>
<td>-account creation</td>
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<td>Acceptance Test Result Log</td>
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<tr>
<td>-product search, quote generation</td>
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<td></td>
<td>Acceptance Test Result Log</td>
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<tr>
<td>-document saving</td>
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<td>Acceptance Test Result Log</td>
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<tr>
<td>-approval chain notification and release</td>
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<tr>
<td>-automatic email notifications</td>
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<tr>
<td>-order queue handling</td>
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<td>Acceptance Test Result Log</td>
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<td>-shipment tracking</td>
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<td>Acceptance Test Result Log</td>
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<tr>
<td>-report generation</td>
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<td>Acceptance Test Result Log</td>
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<tr>
<td>Complete Acceptance Testing</td>
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<td>Acceptance Test Summary Report</td>
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<tr>
<td>Document Acceptance Testing</td>
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<td></td>
<td>Final Acceptance Test Report</td>
</tr>
</tbody>
</table>

**Order Fulfillment Test Plan:**

ComputerLand guarantees that ample testing will be conducted, when the need is identified beyond what is currently mentioned on this list.
6. **Risk Management**

Refer to Exhibit F: ASP Security Assessment Checklist

7. **On-going Service and Support**

   a. ComputerLand has an in-house IT services team, and ComputerLand has the infrastructure to support its clients at all levels.

   ComputerLand’s normal operational hours are 8am – 5pm, Monday-Friday, excluding observed holidays.

   ComputerLand is reachable by phone, email, as well as through links from the website.

   b. There will be a single, focal contact, Mandy Yaghoubi, who is the Account Manager assigned to the County and ComputerLand’s public sector specialist.

   Normal response time to inquiries and quotations is expected to be the same day, unless the delay is caused by the distribution channel. In instances when the Account Manager is not available, the calls and orders will be automatically routed internally to his team member(s) for follow up.

   ComputerLand also has its office main operational services number that can be contacted during business hours. For business critical emergency scenarios, ComputerLand has established after-hour contact/escalation protocol using its Autotask service management software.

   c. ComputerLand’s website is hosted at a nationally recognized collocation facility with around the clock availability. We are recognized for our excellent communications and trust in the relationship that we establish with our clients.

   d. ComputerLand is available with open channel for any of County’s issues. Any unresolved issues can be escalated to the executive sponsor and decision maker for a prompt resolution.
Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.
D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $1,000,000
   b. General aggregate - $2,000,000
   c. Personal Injury - $1,000,000

2. General liability coverage shall include:
   a. Premises and Operations
   b. Personal Injury liability
   c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance
   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)
   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance
   a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
   b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance
   a. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence/aggregate.
   b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars ($50,000) per occurrence/event.
   c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.
7.C. **Claims Made Coverage**

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Consultant’s start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. **Special Provisions**

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. **Fidelity Bonds**  (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a **BLANKET FIDELITY BOND** in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.
ASP/SaaS Security Assessment Checklist

**APPLICATION NAME:** WEB-BASED QUOTING MODULE  
**VENDOR NAME:** COMPUTERLAND OF SILICON VALLEY

**ASP/SaaS Security Assessment Checklist**

Briefly describe the purpose of the application. Include an overview of the application architecture, and identify the data that will be 1) stored on the application server at the Vendor site, and 2) that will be transmitted between the application and the County. Also include information on the user authentication process.

The application is a simple web-based quoting module for housing and quoting of computer equipment and peripherals. It is built on Windows 2008 server with simple MS DB in the backend. The entire solution, including the physical server along with all the data to run the application is housed in a nationally recognized premier data center, hosted by NTT America to assure reliability, security, as well as performance. The application itself requires ID/PWD authentication, all users are identified and created by the client and need to provide accurate work profile in order for the user to gain access to the application.

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<td>16.3.4</td>
<td>The Vendor has a written Disaster Recovery Plan that offers a viable approach to restoring operations following an emergency situation.</td>
<td>Yes. The DRP documentation can be provided upon request. The application is running of a virtual machine. The image is on SAN which is backed up regularly. In case the VM host fails, the image can be run from other VM hosts with minimum loss of data and/or down time.</td>
<td>We also have a redundant SAN of the exact same model at a physical location 10 miles away, which can be utilized in case the primary SAN fails.</td>
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<tr>
<td>16.3.4a</td>
<td>The Vendor site has adequate, redundant physical and/or logical network connectivity to ensure continued operations following a network failure.</td>
<td>Yes. We host our servers at NTT collocation data center. The facility is fed by six carriers through redundant MPOE fiber vaults. Our RTO is about 12 hrs, and RPO is 24 hrs in most cases. Every night, there will be rsync job to copy important data from NTT SAN to CCT SAN. In NTT colo, the VM is running on one ESXi host while the image for the VM is on the SAN. In case there is hardware failure on the primary ESXi host, the secondary ESXi host can run the same VM image. In case there is a failure of the NTT SAN, we can bring the CCT SAN to NTT.</td>
<td>The facility also has proximity to both local municipalities - San Jose/Milpitas - thereby permitting termination of carrier fiber via two separate trenches to Cos in both cities. The facility connects to redundant OC192 SONET rings.</td>
<td>We have provided a high-level network diagram per County request that outline our current data backup to the secondary location and the design set up to minimize/prevent interruption to business operations.</td>
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</table>
## ASP/SaaS Security Assessment Checklist

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<tr>
<td>16.3.4b</td>
<td>The Vendor performs system/application database backups on a schedule that is consistent with the importance of the application.</td>
<td>Yes. All the application codes as well as the data are backed up to disk(s) on a regular interval.</td>
<td>We are also planning on applying our site to site automatic backup. Currently not implemented since there's no live activity yet.</td>
<td></td>
</tr>
<tr>
<td>16.3.4b</td>
<td>Backup media are treated with a level of security commensurate with the classification level of the data they contain.</td>
<td>Yes. NTT Data Centers are protected by physical and logical safeguards that are much higher than the general standards.</td>
<td>Only a few screened, registered, key personnel have a high tech, security verified access to the building.</td>
<td></td>
</tr>
<tr>
<td>16.3.4c</td>
<td>Vendor servers are closely monitored for both performance and availability.</td>
<td>Yes. We have both proactive monitoring as well as system alerts notifying us of unplanned application downtime.</td>
<td>We have the capability of adding on even greater monitoring solutions, if the site calls for highest measure of availability. NTT also provides this service in addition to self monitoring tools. <a href="http://www.dedicatedserver.com/managed-services/web-content-monitoring-services.cfm">http://www.dedicatedserver.com/managed-services/web-content-monitoring-services.cfm</a></td>
<td></td>
</tr>
<tr>
<td>16.3.4d</td>
<td>The Vendor is willing to sign a Service level Agreement (SLA) that is consistent with the importance of the application to the County.</td>
<td>Yes, we will sign the SLA that is consistent with the importance of the application to the County.</td>
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<tr>
<td>16.3.5</td>
<td>The Vendor has a formal, written Security Policy, and is willing to provide a copy of this policy to the County on request.</td>
<td>Yes, we have our security policy internally, but since all the application and the data reside in our NTT facility, the security policy mandated by NTT would be more appropriate for the review of the standards. Yes, a copy of this document can also be provided upon request.</td>
<td>In addition to that, we need to sign and abide strictly by the written Security Policy mandated by the NTT America, which has been reviewed and certified to meet and surpass the data center security standards by 3rd party certification agencies.</td>
<td>We are providing a copy of our IT security policy per County request. As noted previously, we may opt to enforce the security policy mandated by our COLO facility in areas where there may be differences. (ex. Physical secured area access privileges, etc.)</td>
</tr>
<tr>
<td>16.3.5a</td>
<td>If users access the application directly on the Vendor server, user authentication involves more than a simple User ID/password combination, such as one-time password technology.</td>
<td>While we have in the past implemented harder authentication procedures, including RSA secure one-time password technology on our other application releases, for the web tool that we will be providing for the County, we are only using the ID/password combination.</td>
<td>We enforce 8 character min from 3 different classes of characters. Lock out 30 minutes after 7 failed attempts.</td>
<td>The nature of the application and the procedural logic built into the user setup does not require using more than a simple user ID/password combination. However, we can consider implementing two-factor authentication support, if there is a true need upon further analysis.</td>
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<tr>
<td>16.3.5b</td>
<td>Once granted access, Users are limited to authorized activities only; i.e., customers are prevented from accessing either applications or data that belong to other customers.</td>
<td>Yes. The application runs on a dedicated server. No other customer data is shared on the same server.</td>
<td>Each user is also profiled and given limited access suitable according to the authorization level assessed and determined by the County admin user.</td>
<td>()</td>
</tr>
<tr>
<td>16.3.5c</td>
<td>Vendor network connectivity is protected by firewalls, intrusion detection/prevention systems, etc. designed to protect against attack.</td>
<td>Yes. Our network connectivity is protected by multi-layer protection to prevent attacks and filter unsolicited traffic.</td>
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<tr>
<td>16.3.5d</td>
<td>The equipment hosting the Department's application is located in a physically secure facility that employs access control measures, such as badges, card key access, or keypad entry systems.</td>
<td>Yes. The equipment is located in a location with multiple physical layers of security.</td>
<td>Security guards on premises; Biometric hand-scan for controlled entry &amp; exit; Lockable, earthquake-proof, secure cabinets &amp; cages; IC Card entrance with optional biometric sensors; Surveillance cameras and bullet-resistant glass; Man traps and other intrusion protection measures.</td>
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<tr>
<td>16.3.5d</td>
<td>Vendor servers are kept in locked areas/cages that limit access to authorized personnel.</td>
<td>Yes. There are only a select few pre-identified, authorized personnel who have the access to the secured building where the servers are located.</td>
<td>Security guards on premises Biometric hand-scan for controlled entry &amp; exit Lockable, earthquake-proof, secure cabinets &amp; cages IC Card entrance with optional biometric sensors Surveillance cameras and bullet-resistant glass Man traps and other intrusion protection measures</td>
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<tr>
<td>16.3.5e</td>
<td>Vendor staff is bonded, and/or have been subjected to background checks.</td>
<td>Yes. Every staff member who has the access to the building has been subjected to background checks.</td>
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<tr>
<td>16.3.5f</td>
<td>Vendor servers are hardened against attack, and operating system and security-related software patches are applied regularly.</td>
<td>Yes. We have in-house team of certified system engineers who manage the OS, software updates, patches, and other security measures on the servers regularly.</td>
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<tr>
<td>16.3.5f</td>
<td>Commercially available anti-virus software is used on the servers, and is maintained in a current state with all updates.</td>
<td>Yes, at the current time, the server is protected with Symantec EndPoint protection, and there is a daily update</td>
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<tr>
<td>16.3.5g</td>
<td>Vendor servers are monitored on a continuous basis, and logs are kept of all activity.</td>
<td>Server(s) are monitored on a continuous basis, and automatic logs are kept and saved on to a repository for a defined duration.</td>
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| 16.3.5g, 16.3.5h, 16.3.5i | The Vendor is willing to report security breaches and/or security issues to the County. | Yes, while we do not expect this to happen, should there be a need, we will abide by all standard disclosure regulations mandated in regards to the security breaches and/or security issues to the County. | Our standard protocol is to send email alerts to the identified client administrator within 72 hours of our awareness of any security breach that affects the client. The disclosure email will attempt to address as much of the following items as can be determined and necessary at the time of communication: a description of the issue, identification of the risk(s) involved, the cause, and an ETA of resolution. Upon a successful resolution, there will be a confirmation email sent to the same client administrator. | |}
<p>| 16.3.5h | The Vendor conducts regular vulnerability assessments, using viable third-party organizations, designed to assess both the Vendor's network infrastructure and the individual servers that host applications. | ComputerLand periodically perform self-assessed vulnerability tests. We do not use a third-party organization for this purpose. | All data and physical equipment are housed in a 3rd party NTT data center; they are certified by third party assessing organizations for all aspects of security, including network vulnerability. | |</p>
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<td>16.3.5h</td>
<td>The Vendor implements “fixes” to correct vulnerabilities discovered during security audits.</td>
<td>Yes.</td>
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<tr>
<td>16.3.5i</td>
<td>The Vendor has a formal, written Incident Response Plan.</td>
<td>For the purpose of this webtool, we adhere to the guidelines of Incident Response Plan as outlined by NTT’s written documentation. NCIRP</td>
<td></td>
<td>Because of the varying nature of projects that we undertake at ComputerLand, IRP documentations drafted are modified to be applicable per each project.</td>
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<tr>
<td>No County Policy Ref. #</td>
<td>(Desirable) The network infrastructure hosting the Department application is “air-gapped” from any other network or customer that the Vendor may have. This means that in an ideal situation, the application environment used by the County uses a separate, dedicated server and a separate network infrastructure.</td>
<td>At the time of this writing, it is on a dedicated server, but not a separate network infrastructure. However, depending on the need, the capability of designing it in such manner is a possibility, if there is a true need and if the business solution makes sense.</td>
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<tr>
<td>Ref. #</td>
<td>Identify the APIs that may be part of the solution, and indicate best practices employed to ensure security of the data and the infrastructure (e.g., web services, directory services, XML, scripting, etc.).</td>
<td>[There are no 3rd party APIs used.]</td>
<td>[We do not provide nor allow &quot;web services&quot; or API-based connections in any part of the webtool. Therefore, there is no server-side application security issues involved.]</td>
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<tr>
<td>No</td>
<td>No</td>
<td>[We methodically apply comprehensive in-house and industry-standard methodologies and controls to secure all our applications and the infrastructure.]</td>
<td>We do provide encrypted data traffic using firewall SSL and periodically run self-assessed vulnerability scans. Keep web traffic logs and apply to ensure against compromised security.</td>
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<tr>
<td>No County Policy Ref. #</td>
<td>If the application processes credit card information, has the application been certified as PCI compliant? Include information on the level of compliance (e.g., Merchant Level 2) and how the application has been certified.</td>
<td>At the time of writing, we are not processing credit card information on the application that we are providing.</td>
<td></td>
<td>We have the capability of providing credit card processing, securing all data, if such need should arise. We work very closely with Cybersource and Bank of America to securely process online orders, daily. We do not house any of the credit card information, but apply a handshake with Cybersource, who abide by a very strict, high level of rules and regulations compliance mandated to them by the industry.</td>
</tr>
<tr>
<td>Policy 13.0, Encryption</td>
<td>Data &quot;in motion,&quot; including user authentication information and credentials, are encrypted.</td>
<td>Yes. The data is encrypted and transmitted using SSL.</td>
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<tr>
<td>Policy 13.0, Encryption</td>
<td>Data &quot;at rest&quot; (stored on the application server), including user authentication information and credentials, are encrypted.</td>
<td>Currently, most of the data stored are public data (product information), and thus are not encrypted. However, the sensitive data, once stored will be encrypted.</td>
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<tr>
<td>Policy 13.0, Encryption</td>
<td>Encryption or hashing algorithms utilized by the Vendor application infrastructure use standard algorithms that have been published and evaluated by the general cryptographic community.</td>
<td>Yes, SSL.</td>
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</tr>
<tr>
<td>No County Policy Ref. #</td>
<td>The Vendor is willing to permit on-site visits by County staff in order to evaluate security measures in place.</td>
<td>Yes. We would need to have advance notice to place appropriate request on file with our hosting facility, however, for security reasons.</td>
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</tr>
<tr>
<td>County Policy Ref. #</td>
<td>Description of County Requirement</td>
<td>Details on How Vendor Meets Requirement</td>
<td>Other Security Measures That Mitigate Risk</td>
<td>Comments</td>
</tr>
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<tr>
<td>No County Policy Ref. #</td>
<td>If the Vendor will be connecting to the County via a private connection (such as a dedicated T1 circuit), the Vendor agrees that the circuit will terminate on the County's extranet, and operation of the circuit will fall within the policies related to network connections from non-County entities.</td>
<td>No direct connection is required.</td>
<td></td>
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</tr>
<tr>
<td>No County Policy Ref. #</td>
<td>If access to the application uses the Internet, data traffic between the County and the Vendor is protected through the implementation of SSL-VPN or equivalent technology.</td>
<td>There will be no need for VPN. The application will require just a common https access.</td>
<td></td>
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</tr>
<tr>
<td>Policy 15.0, Data Classify</td>
<td>Is any of the involved data covered by HIPAA regulations, CA disclosure law, or otherwise protected under local, State or Federal law or regulations? If the response is yes, please describe that data in sufficient detail for us to be able to understand the potential exposure involved should a disclosure occur.</td>
<td>No, not to our knowledge.</td>
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</tr>
</tbody>
</table>
## ASP/SaaS Security Assessment Checklist

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>No County Policy Ref. #</td>
<td>What disclaimers, legal language, conditions of use language do users agree to prior to being given access to use the system? How does this language protect the County should a disclosure of personal and/or protected information occur? How is the acceptance of these conditions by users tracked and maintained?</td>
<td>Before a user gains an access to the named weboot, ()he is pre-screened verified offline by the County's internal admin staff and validated to be a current employee with the appropriate rights to gain the access. The industry standard ToU and Privacy Policy need to be acknowledged.</td>
<td>Depending on the County’s internal protocol, we may apply multiple acknowledgements to verbiage to protect the County. These may include, but are not limited to non-personal-use agreement, personal use only agreement, County employee verification agreement</td>
<td>All acknowledgements are stored with the customer profile, and time-stamped. We are able to implement proactive acknowledgement at the beginning of every session, if deemed necessary by the County. It is ultimately up to the identified County administrator to grant rights, access, and login to the user(s), regardless of their Use Rights/Privacy Policy acknowledgement flag indication.</td>
</tr>
<tr>
<td>No County Policy Ref. #</td>
<td>Is the ASP system housed in a co-location site? If yes, which hosting companies are involved and do they have security or other relevant certifications? What are those certifications?</td>
<td>Yes. NTT America. SOCl Report - Compliant to SSAE 16 and ISA E 3402 Audit Standards (formerly SAS 70 Report) SOC 3 SysTrust</td>
<td></td>
<td><a href="http://www.dedicatedserver.com/about/awards-certifications.cfm">http://www.dedicatedserver.com/about/awards-certifications.cfm</a></td>
</tr>
</tbody>
</table>

### County CIO's Office Approval: 

**Signature:** [Signature]

Title: **County Networks Manager**

Date: **May 6, 2012**