

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND VOX NETWORK SOLUTIONS

This Agreement is entered into this ___day of June 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Vox Network Solutions, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained to provide on-going maintenance and technical support, and as needed services to support the County's existing Avaya Blue (formerly Nortel) PBXs, Contact Center, and CallPilot Voice Mail platforms.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments, Rates, and Invoicing
- Appendix A —Equipment List
- Appendix B —Vendor/Contractor Access Policy

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **June 25, 2024, through June 24, 2027.**

5. Termination

This Agreement may be terminated by Contractor or by the County's Information Services Department (ISD), Director/Chief Information Officer (CIO) or CIO's designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000
- (d) Cyber Liability..... \$5,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County

and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any

services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: **Michael Wentworth, Director/Chief Information Officer, Information Services Department**
Address: 455 County Center, 3rd Floor, Redwood City, CA 94063
Telephone: 650-363-4548
Facsimile: 650-363-7800
Email: mwentworth@smcgov.org

In the case of Contractor, to:

Name/Title: **Stan Abe, Strategic Accounts Director, VOX Network Solutions**
Address: 130 Produce Avenue, South San Francisco, CA 94080
Telephone: 310-714-6515
Facsimile: N/A
Email: Stan.Abe@waterfield.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

FOR CONTRACTOR: VOX NETWORK SOLUTIONS

DocuSigned by:
Will Melendez
7F50A05B4350448...

Contractor Signature

05/16 /2024
Date

Will Melendez

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

SERVICES

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services for the County:

Description of Services to be provided by Contractor

A. Engagement Overview

Contractor to be retained to provide on-going maintenance and technical Support, and as-needed services to support the County's existing Avaya Blue (formerly Nortel) PBXs, Contact Center, and CallPilot Voice Mail platforms to include maintenance support of the entire equipment line of Avaya Blue products and services consisting of convergent technologies such as Voice over Internet Protocol (VoIP) and wireless equipment.

B. Scope of Services

1. Avaya Blue PBX System Infrastructure Support Services

Contractor to provide for County's Avaya Blue PBX system, on-going maintenance, inspection, testing, and replacement of all parts and components. Avaya Blue PBX System Infrastructure Support Services will include the following: Event Monitoring and Management Services, Incident Management and Support Services, Replacement and Hardware Services, and Other Support Services.

Appendix A, Equipment List with associated software provides a list of all equipment and their respective site addresses covered by this scope of services. Contractor to provide maintenance services to the equipment list. For the 1st year (12 Months), contractor to provide maintenance services on the entire equipment list. After the 1st year (years 2 and 3), as the County gradually transitions to the new Avaya SIP-VoIP telephone system, some of the equipment in this list will be decommissioned and the equipment list will be updated regularly for the duration of the contract engagement. County to provide 60-day written advance notice to Contractor for any equipment in this list that will be decommissioned and will no longer need infrastructure support. Contractor will not invoice the County for infrastructure support for any decommissioned equipment.

1.1 Event Monitoring and Management Services

The County's PBX infrastructure system will be monitored 24x7x365 for events that are inclusive of all alarms, errors, failures and /or issues triggered by the supported systems.

Event Management:

- Review, capture, classify, prioritize, and record in a database or system provided by the Contractor. The County will be granted access to the Contractor supplied database or system.
- Service impacting events will be reported to the County and recorded as an incident in the County's IT Service Management

System in accordance with the Response Service Level Target priorities (as noted below).

- Non-Service impacting events will be reviewed with the County's Telephone Services Team monthly, to determine trends or proactive actions. i.e., license expiration warnings, failed login attempts.
- Provide 24/7 system support for the solution environment to include access to Contractor's 24x7 Service Desk. All incidents will be responded and managed according to Contractor's ticketing system.
- Document procedures for communicating and accessing support.
- County will be able to open and track tickets via Contractor Support Line (phone), the Contractor Collaboration Portal (web), and email.

1.2 Incident Management and Support Services

Incidents related to the PBX infrastructure system will be reviewed, captured, prioritized, managed, and remediated by Contractor.

Incident Management and Support:

- Report and Record PBX infrastructure system incidents in the County's IT Service Management system.
- Describe, classify, prioritize incidents.
- Investigate, analyze, and diagnose incidents.
- Create an action plan for resolution or a work around.
- Implement resolution or work around.
- Update the incident record with the progress of the support activity as it occurs.
- Contact and engage with the County staff as needed for support.
- Be a point of escalation for the County Telephone Services Team as needed for support.
- Provide technical support to County staff and dispatched vendor technicians/personnel.
- As required, coordinate with Original Equipment Manufacturer (OEM), internet services provider, or partners.
- Track and communicate issues with County point of contacts.
- Install, and update any OEM patches for proper equipment functionality.
- Detect that an Event has occurred by monitoring syslog, SNMP trap messages, KPIs, and/or Threshold Crossing Alerts from Managed Assets.
- Create tickets from detected or reported Events, where required
- Manage Incidents by classifying, prioritizing, troubleshooting, and restoring normal operation
- Escalation to the primary telephony OEM is included in Signature Support. Any other OEM or 3rd party escalations are only supported under the Enhanced Signature Support offering for 3rd Party Vendor Management.

- Notify relevant parties about Incidents, keeping the parties updated through Incident closure, per communication protocols established at onboarding (preferred customer contacts, escalation points, etc.).
- Provide Incident reports pertaining to the Managed Assets available via the Contractor's Management Portal.
- Implement Event correlation and filtering through Event Management policies when an Event occurs.
- Respond to incidents within the Service Level Targets noted in the table below. Additionally, Contractor will remotely identify, troubleshoot, and restore normal operational functionality if an Incident is detected in a Managed Asset. Contractor will fully comply with all requirements in this agreement and will perform to the severity definitions and response SLA.

Response Service Level Targets

Level	Definition	Response Target and Action
Priority 1	75%-100% loss of service on supported system or product at a site and/or complete loss of service at 1 or more sites.	Acknowledgement within 15 minutes, direct communication with requestor or escalation contacts within 30 minutes.
Priority 2	Supported System or product is operating with reduced functionality causing significant impact to the county's business operations, or the loss of service impacting 25%-75% of users. This includes major and/or critical alarms.	Acknowledgement within 30 minutes, direct communication with requestor or escalation contacts within 60 minutes.
Priority 3	The product equipment, users and/or business is moderately impacted. Some user functions are unavailable. Concurring alarms that represent a malfunction that can impacts business and/or users.	Acknowledgement within 4 business hours, direct communication with requestor or escalation contacts within 8 business hours.
Priority 4	Non-Service impacting or minimal service impact for a single user.	Acknowledgment within 8 business hours, direct communication with requestor or escalation contacts within 16 business hours.

1.3 Replacement Hardware and Equipment Services

- Source, provide, and install, at its own expense, all required replacement parts (new or used) necessary to ensure normal system operating levels of the PBX equipment listed in Appendix A. This includes all internal system components such as processors, memory, cards, etc.
- Hardware Replacements (Parts Coverage): Hardware replacement coverage for Covered Assets will be replaced under this contract. Parts will be replaced on a Next Business Day basis if replacement is identified prior to 12pm PST.
- Provide onsite support resources needed to troubleshoot, resolve issues, or replace hardware components.
- Provide services during County's business hours: Monday to

Friday, 8:00 am to 5:00 pm as well as afterhours support work. Afterhours support will be provided for any Priority 1-3 incidents.

- Technician Dispatch (Onsite Support): Includes technician dispatch for troubleshooting or replacement hardware installation is included under this contract.
 - If replacement parts provided by the OEM or Contractor require pre-staging or configuration prior to shipment to County site, Contractor will notify the County and stage the hardware at the Contractor office location and ship site for installation.
 - Technician support will be provided on a Best Effort basis with a Next Business Day target for Priority 1 and 2 Incidents and subject to hardware and resource availability and installation readiness of hardware. Dispatch will be supported by Contractor's resource.

1.4 Other Support Services

- Problem Management is the process of identifying the cause of an error in the supported solutions, usually reported as occurrences of related Incidents, and removing the causes of these errors permanently. Problem resolution and elimination of root cause often calls for the application of a change in the existing environments. Problem cases are created as necessary and worked by Contractor staff in order to find the root cause for a single or set of related issues and apply a permanent fix.
- Provide the required Root Cause Analysis (RCA) written report for every Priority 1 or Priority 2 incident within 14 business days of resolution.
- Contractor to have access to Avaya's support resource sites for their manufacturer technical support data as needed for troubleshooting, problem resolution, software, and hardware patching for the covered systems.
- Provide Customer Support with human contact via telephone with 24x7x365 availability.
- Contractor will, unless otherwise stipulated, provide, and pay for all materials, labor, tools, equipment, transportation, and other facilities necessary for the performance and completion of the work related to the Avaya Blue system.
- Provide a plan to assist the County in the event of an outage, detailing the process for sourcing and replacing the necessary equipment to restore Avaya Blue infrastructure functionality.
- Provide support for the entire line of Avaya Blue communication products and services, and any related peripheral or third-party equipment, software and services that are required to support the system or project continuity.
- Forward Planning: When requested, make expert resources available to participate in the County's forward planning or strategic steering committee meetings.

- Contractor to conduct an annual application and system review to align with the current Customer budget cycle:
 - Review system architecture for adequate capacity/redundancy.
 - Review Service Desk engagements over the past year; identify areas for improvement.
 - Contractor to collaborate with the County to identify the architectural, application, and operational improvement opportunities to help the County further exploit its technology and application investment.
 - If desired and requested, Contractor will assist County with planning and scoping future budgeting cycles.
- Adaptability to changing business and technical needs: Contractor will schedule a run-rate review with the County after six months of activity. The objective of this review will be to understand the upcoming site decommission schedule.
- Change Management: Change Management is the process of recording and managing the planned deployment of alterations to County environments, processes, and documentation. Contractor will utilize the County's documented Change Management process, if available. Otherwise, Contractor utilizes its own system-enforced Change Management process to complete any change needed as the result of an Incident or Problem ticket. If required by documented County change procedures, Contractor will prepare and provide a Method of Procedure (MOP) document in Contractor's standard format outlining the details, timing and impacts of said change for the County Change approval processing.
- Contractor to manage the deployment of technical changes to the Managed Assets (e.g., configuration changes), in the County's environment as a result of a change activity. Change types supported by Change Management are Emergency, Normal, and Standard Changes.
- Contractor Service Portal
 - Contractor to provide a web-based Portal that provides the County reports and information related to the Services. The Contractor's Management Portal will be the primary means of communication on all cases between the Contractor's Service Team and the County.
 - Implement and make available to the County Portal for the Service
 - Provide capability to open, update, and review cases, changes, etc.
 - Provide capability to view reports
- Additional Tasks:
 - Manage the lifecycle of Change Management Requests, as required, resulting from an Incident, Problem, Service Request, as otherwise mutually agreed to in writing or as required in accordance with the Change Management Process

- Coordinate, provide governance and execute changes to Managed Assets, using commercially reasonable efforts to minimize any adverse impacts of those changes to the County's environment
- Validate and prioritize Change Requests based on urgency
- Manage end-to-end lifecycle of Change Requests
- Provide notifications of change request start and completion for customer-impacting changes
- Work with the County to identify and approve Standard Changes
- As part of the County's Change Advisory Board (CAB) process, discuss with the County any changes to Monitored Assets that may result from Changes approved with respect to the Managed Assets Perform pre- and post-change Health Check

2. As-Needed Services

County may request Contractor to provide as-needed services for incidental support work and Ad-Hoc System changes that are not included under the Avaya Blue PBX Phone System Infrastructure Support. Such services will be as-needed services and will be performed on and if-as-needed basis.

- Telephone and User Moves, Adds, and Changes (MACs).
- System Analysis, Reporting, Documentation.
- System Configurations changes on:
 - Call Pilot
 - Aura Contact Center
 - NorStar
 - Overhead Paging
 - Other related systems or applications
- Onsite field support for connected systems or devices

Contractor to provide the following resources when needed to fulfill as-needed services. All requests will be in writing and obtain written concurrence from the Contractor prior to providing as-needed services. County shall pay for as-needed services to the Contractor based on the rate card provided in Exhibit B.

Contractor's Resources Level Description

Service Engineer for Avaya Blue Move/Add/Changes: For Regular Business Hours: Monday -Friday, 8:00-am-5:00pm PST

Service Engineer for Avaya Blue Move/Add/Changes: For Non- Business Hours: Anything outside of Monday -Friday, 8:00-am-5:00pm PST

C. Contractor's Responsibilities

1. Contractor to attend all mutually agreed upon required scheduled project meetings.
2. Contractor shall not charge the following expenses to this engagement namely: airfare, lodging, mileage, meals, shipping, photocopies, tolls and

parking, and travel time.

3. Contractor shall apply and secure the required security clearances from the County.
4. Contractor's resources shall comply to the County's background check requirements. Upon confirmation that the background check has been cleared, contractor will be provided with a start date.
5. Contractor to comply with all applicable County Safety, Security Policies and Procedures during this engagement.
6. Contractor shall provide all applicable licenses and license numbers, certificates relevant to the assigned projects, name of the holders of those licenses and certificates, and the names of the agencies issuing the licenses and certificates. Copies of these licenses and certificates will be provided upon request.

Any additional services and change orders, requested, and approved by the County, not included in this Agreement, shall be quoted on as needed basis. Such additional services shall require a fully executed Amendment prior to the commencement of the additional services.

The methods and techniques used to provide the services indicated herein to the County are within the Contractor's discretion, but subject to the County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services are left to the Contractor's discretion provided that the Contractor coordinates with County Information Services Department as needed.

Exhibit B

PAYMENTS, RATES, AND INVOICING

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Payment Schedule Description: Avaya Blue PBX System Infrastructure Support Services

Eleven (11) Sites/Locations:

No.	Site/Location	Equipment and Associated Software	Year 1 12 Months Price	Year 2 & Year 3 Monthly Price
<u>1</u>	RWC - 400 County Center, Redwood City (HOJ)	PBX: CS 1000M (81C), Call Pilot: 1006r rls 5.0, Avaya Aura Contact Center rls 6 D/C power related equipment (rectifiers, bypass switch, etc)	\$ 43,596.00	\$ 3,996.30
<u>2</u>	222 W 39th Ave, San Mateo (SMMC)	PBX: CS 1000M (81C), Call Pilot: 1006r rls 5.1, Avaya Aura Contact Center rls 6 D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment.	\$ 38,838.00	\$ 3,560.15
<u>3</u>	2000 Alameda De Las Pulgas	PBX: CS 1000M (61C) Avaya Aura Contact Center rls 6 D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment.	\$ 12,558.00	\$ 1,151.15
<u>4</u>	350 90th Street, Daly City	PBX: CS 1000M (61C) D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment	\$ 7,014.00	\$ 642.95
<u>5</u>	222 Paul Scannell Dr, San Mateo (YSC)	PBX: CS 1000M (61C) D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment	\$ 13,722.00	\$ 1,257.85
<u>6</u>	Tower Rd, San Mateo	PBX: CS 1000M (61C) D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment	\$ 4,386.00	\$ 402.05
<u>7</u>	728 Heller Street, Redwood City (Agriculture)	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment	\$ 3,200.00	\$ 293.33
<u>8</u>	400 County Center, Redwood City, Penthouse	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment	\$ 3,390.00	\$ 310.75
<u>9</u>	2415 University Ave, East Palo Alto	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment	\$ 3,654.00	\$ 334.95
<u>10</u>	2710 Middlefield Rd, Redwood City (Fair Oaks)	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment	\$ 6,882.00	\$ 630.85
<u>11</u>	727 Shasta Street, Redwood City	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment	\$ 2,832.00	\$ 259.60

Three (3) sites/locations:

No.	Site/Location	Equipment and Associated Software	Year 1 Monthly Price
<u>1</u>	400 Belmont Harbor Blvd	PBX: CS 1000M (61C) D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment	\$ 1,751.20
<u>2</u>	1 Davis Drive, Belmont, CA 94002	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment	\$ 644.60
<u>3</u>	550 Quarry Road, San Carlos	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment	\$ 315.15

Remote IPEs	Equipment\Software		
801 Gateway, South San Francisco - Emer Med Svcs	Carrier Remote IPE	Included with PBX	Included with PBX
802 Brewster Ave, Redwood City - Clinic	Carrier Remote IPE	Included with PBX	Included with PBX
225 S. Cabrillo Hwy, Half Moon Bay - Clinic	Carrier Remote IPE	Included with PBX	Included with PBX
400 Harbor Blvd, Belmont - HSA	Carrier Remote IPE	Included with PBX	Included with PBX
271 92nd Street, Daly City - HSA	Carrier Remote IPE	Included with PBX	Included with PBX
400 Harbor Blvd, Belmont - Sheriff Task Force	Carrier Remote IPE	Included with PBX	Included with PBX
306 Spruce, South San Francisco - Spruce Clinic	Mini Carrier Remote IPE	Included with PBX	Included with PBX
Airport Way, San Carlos - Airport	Carrier Remote IPE	Included with PBX	Included with PBX

As-Needed Services

County shall pay for as-needed services to the Contractor based on the below rate card, subject to the County's written pre-approval. County shall pay for utilized as-needed services that are pre-approved by County in writing. Contractor shall invoice the County for actual hours worked and invoiced monthly along with the as-needed services provided in accordance with the rate card below. As-needed services estimated amount will be reviewed and adjusted accordingly to account for decommissioned equipment that no longer require Avaya Blue PBX System Infrastructure Support Services. The amount of the decreased Avaya Blue PBX System Infrastructure Support Services costs will result in an increase of availability of funds for as-needed services.

Total estimated amount for As Needed Services shall not exceed \$45,321 without the approval of the County.

Description of As-Needed Services	Estimated Amount
<p>County may request Contractor to provide as-needed services for incidental support work and Ad-Hoc System changes that are not included under the Avaya Blue PBX Phone System Infrastructure Support. Such services will be as-needed services will be performed on and if-as-needed basis.</p> <ul style="list-style-type: none"> • Telephone and User Moves, Adds, and Changes (MACs). • System Analysis, Reporting, Documentation. • System Configurations changes on: <ul style="list-style-type: none"> ○ Call Pilot ○ Aura Contact Center ○ NorStar ○ Overhead Paging ○ Other related systems or applications • Onsite field support for connected systems or devices 	\$45,321

Contractor's Resource Level Description	Rate per Hour
Support Engineer for Avaya Blue Move/Adds/Changes: For Regular Business Hours: Monday -Friday, 8:00-am-5:00pm PST	\$175.00
Support Engineer for Avaya Blue Move/Adds/Changes: For Non- Business Hours: Anything outside of Monday -Friday, 8:00-am-5:00pm PST	\$262.50

Total Not to Exceed Amount for this Agreement is \$750,000.

INVOICING

Avaya Blue PBX System Infrastructure Support Services

Year 1 (12 Months): 11 Sites/Locations

Contractor shall invoice on a monthly basis based on Year 1, 12 months price.

Cancellation Policy: County may cancel the support services at any time, with or without cause, provided a 60-day written advance notice is provided to Contractor. In the event, County cancels support with a 60-day written advance notice, Contractor will terminate support for those decommissioned equipment/sites and cancel any future invoicing for those decommissioned equipment/sites. Contractor will waive all early termination/cancellation fees for all sites/locations.

Year 1 (Month to Month): 3 Sites/Locations

Contractor shall invoice on a monthly basis based on Year 1 monthly price.

Cancellation Policy: For the 3 sites /locations that will be decommissioned within the year, County may cancel the support services at any time, with or without cause, provided a 60-day written advance notice is provided to Contractor. In the event, County cancels support with a 60-day written advance notice, Contractor will terminate support for those decommissioned equipment/sites and cancel any future invoicing for those decommissioned equipment/sites. Contractor will waive all early termination/cancellation fees for all sites/locations.

Year 2 and Year 3

Contractor shall invoice on a monthly basis based on Year 2 and Year 3 monthly price.

Cancellation Policy: For any site /location that will be decommissioned within years 2 and 3, County may cancel the support services at any time, with or without cause, provided a 60-day written advance notice is provided to Contractor. In the event, County cancels support with a 60-day written advance notice, Contractor will terminate support for those decommissioned equipment/sites and cancel any future invoicing for those decommissioned equipment/sites. Contractor will waive all early termination/cancellation fees for all sites/locations.

As-Needed Services

For as-needed services, Contractor shall invoice on a monthly basis. Prior to sending an invoice for as-needed services, Contractor shall request approval/confirmation via email to the authorized County Point of Contact (POC) for the Contractor's resource's monthly time report. Once approval/confirmation has been secured, Contractor shall send an invoice together with the County's POC's email approval/confirmation.

Contractor's resource's monthly time report must include the following information, at a minimum:

- Hours
- Bill Rate and Billed Amount
- Description of tasks/work performed

Additionally, County may require Contractor's resource(s) to track time in the County's time tracking system.

When sending invoices, each invoice submitted must include the following information, at a minimum:

- Invoice Number and Date
- Agreement Number and/or Purchase Order Number
- Detailed statement of actual services
- County POC's email approval for actual services/deliverables
- Breakdown of labor, materials, and taxes (when applicable)
- Total amount of invoice

Invoices must be sent to ISD-Vendor-Invoices@smcgov.org. Processing time may be delayed if invoices are not submitted electronically and without written approval/confirmation (Approved Monthly Time Report)

The County shall submit payment within net forty-five (45) days of receipt of invoice, for services rendered conditioned upon the approval of services performed during the billing cycle.

Appendix A: Equipment List

No.	Site/Location	Equipment and Associated Software
<u>1</u>	RWC - 400 County Center, Redwood City (HOJ)	PBX: CS 1000M (81C), Call Pilot: 1006r rls 5.0, Avaya Aura Contact Center rls 6 D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment.
<u>2</u>	222 W 39th Ave, San Mateo (SMMC)	PBX: CS 1000M (81C), Call Pilot: 1006r rls 5.1, Avaya Aura Contact Center rls 6 D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment.
<u>3</u>	2000 Alameda De Las Pulgas	PBX: CS 1000M (61C) Avaya Aura Contact Center rls 6 D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment.
<u>4</u>	350 90th Street, Daly City	PBX: CS 1000M (61C) D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment
<u>5</u>	222 Paul Scannell Dr, San Mateo (YSC)	PBX: CS 1000M (61C) D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment
<u>6</u>	Tower Rd, San Mateo	PBX: CS 1000M (61C) D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment
<u>7</u>	728 Heller Street, Redwood City (Agriculture)	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment
<u>8</u>	400 County Center, Redwood City, Penthouse	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment
<u>9</u>	2415 University Ave, East Palo Alto	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment
<u>10</u>	2710 Middlefield Rd, Redwood City (Fair Oaks)	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment
<u>11</u>	727 Shasta Street, Redwood City	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment
<u>12</u>	400 Belmont Harbor Blvd	PBX: CS 1000M (61C) D/C power related equipment (rectifiers, bypass switch, etc) Recorded announcement equipment
<u>13</u>	1 Davis Drive, Belmont, CA 94002	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment
<u>14</u>	550 Quarry Road, San Carlos	PBX: CS 1000 - (11C) rls 05.00W Recorded announcement equipment

Appendix A: Equipment List

Remote IPEs	Equipment\Software		
801 Gateway, South San Francisco - Emer Med Svcs	Carrier Remote IPE	Included with PBX	Included with PBX
802 Brewster Ave, Redwood City - Clinic	Carrier Remote IPE	Included with PBX	Included with PBX
225 S. Cabrillo Hwy, Half Moon Bay - Clinic	Carrier Remote IPE	Included with PBX	Included with PBX
400 Harbor Blvd, Belmont - HSA	Carrier Remote IPE	Included with PBX	Included with PBX
271 92nd Street, Daly City - HSA	Carrier Remote IPE	Included with PBX	Included with PBX
400 Harbor Blvd, Belmont - Sheriff Task Force	Carrier Remote IPE	Included with PBX	Included with PBX
306 Spruce, South San Francisco - Spruce Clinic	Mini Carrier Remote IPE	Included with PBX	Included with PBX
Airport Way, San Carlos - Airport	Carrier Remote IPE	Included with PBX	Included with PBX

COUNTY OF SAN MATEO



Vendor/Contractor Access Policy

Policy Update: 10/22/2018

Overview

Vendors/Contractors play an important role in the support of hardware and software management for San Mateo County. They may be required to access, configure, maintain, and provide emergency support for systems. As a result, the vendor/contractor can be exposed to sensitive data or the need to connect to the County's network may expose the County to unwanted virus or security threats.

Policy Purpose

The purpose of this policy is to establish rules and responsibilities for the vendors/contractors who require not only physical access but also access to the County's network and information resources. This policy is intended to minimize potential exposure from damages and to mitigate any liability to the County as a result of unauthorized use.

Scope

This policy applies to all vendors/contractors who require access to County facilities as well as access to the County's network using non-County owned computing devices to perform work on behalf of the County. This policy also applies to all portable computers (laptops) and portable computing devices (devices that have similar hardware and software components used in personal computers such as a tablet PC).

Policy

Vendor/contractors shall:

- A. Only use information and systems for the purpose of the business agreement with County and any information acquired in the course of the agreement shall not be used for personal purposes or divulged to others.
- B. All contractors and vendors contracting with the County shall provide a list of its employees that require access to the County's system and data pursuant to the agreement
 1. The list shall be updated and provided to the Departments and Chief Information Officer (CIO) or his/her designee within 24 hours of staff changes.
- C. Safeguard all County data by:
 1. Utilizing data encryption to protect information on computing devices.

2. Securing the computing device at all times; especially if the device is left unattended for any length of time.
 3. Implementing precautions to prevent others from viewing on-screen data in public areas.
 4. Notifying the County immediately if the mobile device containing County data or used in the performance of County activities is lost or stolen.
 5. Not downloading, uploading, or maintaining, on a computing device, any information that is considered sensitive without authorization of his/her Project Manager or Department Head or his/her designee.
- D. Vendor/contractor shall use unique accounts and password management that complies with the County's Information Technology (IT) Security Policy.
1. All passwords and accounts shall be unique to the vendor/contractor and shall not be shared.
- E. Vendor/Contractor shall take reasonable steps to protect against the installation of unlicensed or malicious software.
1. All commercial software installed must have a valid license and that the terms, conditions, and copyright laws shall be strictly followed.
- F. All County-owned software installed on the computing device must be removed when the vendor/contractor services are terminated.
1. Upon termination of work, the vendor/contractor shall return or destroy all County information and data as well as provide written certification of that return or destruction within 24 hours.
- G. Remote access rules and procedures shall be strictly adhered to.
1. Remote access usage must be confined to provide support for County systems; personal use shall be strictly prohibited.
- H. In the event that a vendor/contractor disposes of a computing device containing County's confidential information and/or data, the device must be sanitized in such a way that does not allow for the retrieval of data and by Department of Defense (DOD) standards.
1. Alternatively, computing devices may be physically destroyed by a method that leaves the device's data unrecoverable.
- I. Vendor/contractor understands that its written security protocols for County-related business shall be available for inspection by the County upon request.
1. For the period that the computing device is on the County's network, there is no expectation of privacy with regard to the contents of the device despite the fact that it is a privately-owned equipment.
- J. Vendors/contractors must wear visible identification and if issued a County cardkey, the cardkey must be visible at all times. Use of another individual's cardkey is expressly prohibited.
- K. Vendor/Contractor access to County data center(s) must be authorized and approved in writing by the Chief Information Officer (CIO) or his/her designee.

Responsibilities

The vendor/contractor will be responsible for assuring that anti-virus software, with scanning and update services be applied, is installed on its computing device used for County business and that the anti-virus software meets the requirements as set forth in the County's IT Security Policy and the Virus, Patch, and Vulnerability Management Policy. Vendor must also ensure that all computing devices have operating system security patches installed and are updated on a regular basis.

Additionally, computing devices, such as laptops and/or tablets, must include an approved encryption program with configuration that meets or exceeds the County's IT Security Policy.

Vendor/Contractor device(s) may connect directly to the County network with express written approval from the CIO or his/her designee. The Vendor/Contractor must verify to the County that the device(s) have been patched, virus protected, and encrypted. Vendors using devices without approved software and encryption will not be permitted to connect to the County's network.

It is also the responsibility of the vendor/contractor to be familiar with the following policies to ensure its adherence:

- IT Security Policy
- Internet Usage Policy
- Email Policy (if applicable)
- Virus, Patch, and Vulnerability Management Policy
- Data Center Policy

Policy Enforcement

The Director of ISD (CIO) is the policy administrator for information technology resources and will ensure this process is followed. Additionally, Division Directors, Department Heads, and managers are responsible for compliance with County policy within their respective administrative areas.

Those vendors who violate this policy may be subject to contract termination, denial of service, and/or legal penalties, both criminal and civil.

Revision History

Effective Date	Changes Made
November 1, 2004	Policy established
October 22, 2018	Policy updated