AMENDMENT NO. TWO
TO REGIONAL COOPERATIVE AGREEMENT
RCA-017-24010043
BETWEEN
COUNTY OF ORANGE
AND
INSIGHT PUBLIC SECTOR, INC.
FOR
TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES

This Amendment No. Two to Regional Cooperative Agreement RCA-017-24010043 (hereinafter "Amendment No. Two") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, acting through Orange County Information Technology (hereinafter "County"), and Insight Public Sector, Inc. with a place of business at 2701 E. Insight Way, Chandler AZ 85286 (hereinafter "Contractor"), with County and Contractor sometimes individually referred to as "Party or collectively as "Parties".

RECITALS

WHEREAS, on May 1, 2023, Cobb County and Contractor entered into OMNIA Partners Cobb County Contract #23-6692-03 (hereinafter "Master Agreement") for Technology Product Solutions and Related Services, effective May 1, 2023 through April 30, 2028; and

WHEREAS, Contractor is an authorized seller of Technology Product Solutions and Related Services to members of OMNIA Partners pursuant to the Master Agreement; and

WHEREAS, on October 1, 2024, County and Contractor executed Contract RCA-017-24010043 (hereinafter "RCA") for Technology Product Solutions and Related Services, effective October 1, 2024 through and including April 30, 2026; and

WHEREAS, on November 6, 2024, County and Contractor executed Amendment No. One to modify and incorporate certain Terms and Conditions; and

WHEREAS, County desires to amend the RCA to extend the term date through April 30, 2028, and Contractor has agreed to continue to provide Technology Product Solutions and Related Services in accordance with the terms herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Under County Additional Terms and Conditions, Paragraph 2 (Term of Agreement) shall be deleted in its entirety and replaced with the following:

    2. **Term of Agreement:** This RCA shall be effective October 1, 2024 through April 30, 2028. This RCA may be renewed, by mutual written agreement of both Parties, contingent upon renewal of the Master Agreement. The County does not have to give reason if it elects not to renew.

2. All other terms and conditions of this RCA, except as amended herein, shall remain unchanged and in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. Two on the date set forth opposite their signature(s).

Contractor shall provide two signatures as follows:

1) The first signature must be either the Chairman of the Board, President, or any Vice President;

2) The second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

INSIGHT PUBLIC SECTOR, INC.

Scott Friedlander	President
Print Name	Title
scott friedlander (Apr 21, 2026 10:54:06 EDT)	4/21/2026
Signature	Date
Print Name	Title
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

Deputy Purchasing Agent Authorized Signature:

Molly Yriarte	Deputy Purchasing Agent
Print Name	Title
DocuSigned by: Molly Yriarte B0C02AA41F79409...	4/24/2026
Signature	Date

Amendment Two to RCA-017-24010043 - Technology Product Solutions and Services

Final Audit Report 2026-04-21

Created:	2026-04-21
By:	Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVrkWB0I4kfatAJKiS0uBKa8sQOoX8Igz

"Amendment Two to RCA-017-24010043 - Technology Product Solutions and Services" History

Document created by Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)
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Document emailed to scott friedlander (scott.friedlander@insight.com) for signature
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Document e-signed by scott friedlander (scott.friedlander@insight.com)
Signature Date: 2026-04-21 - 2:54:06 PM GMT - Time Source: server- IP address: 74.96.167.48

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Adobe Acrobat Sign

AMENDMENT NO. ONE
TO REGIONAL COOPERATIVE AGREEMENT
RCA-017-24010043
BETWEEN
COUNTY OF ORANGE
AND
INSIGHT PUBLIC SECTOR, INC.
FOR
TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES

This Amendment No. One to Regional Cooperative Agreement RCA-017-24010043 (hereinafter "Amendment No. One") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, acting through Orange County Information Technology (hereinafter "County"), and Insight Public Sector, Inc. with a place of business at 2701 E. Insight Way, Chandler AZ 85286 (hereinafter "Contractor"), with County and Contractor sometimes individually referred to as "Party or collectively as "Parties".

RECITALS

WHEREAS, on May 1, 2023, Cobb County and Contractor entered into OMNIA Partners Cobb County Contract #23-6692-03 (hereinafter "Master Agreement") for Technology Product Solutions and Related Services, effective May 1, 2023 through April 30, 2026; and

WHEREAS, Contractor is an authorized seller of Technology Product Solutions and Related Services to members of OMNIA Partners pursuant to the Master Agreement; and

WHEREAS, on October 1, 2024, County and Contractor executed Contract RCA-017-24010043 (hereinafter "RCA") for Technology Product Solutions and Related Services, effective October 1, 2024 through and including April 30, 2026; and

WHEREAS, County desires to amend the RCA to modify and incorporate certain Terms and Conditions, and Contractor has agreed to continue to provide Technology Product Solutions and Related Services in accordance with the terms herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Under County General Terms and Conditions, Article T (Compliance with Laws) shall be deleted in its entirety and replaced with the following:

   T. **Compliance with Laws**: Contractor represents and warrants that services to be provided under this RCA shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the RCA, and, at the request of the County, shall provide annual confirmation of current and active status to County through the term of this RCA.

2. Under Additional Terms and Conditions, Article 8 (Conflict of Interest – Contractor's Personnel) shall be deleted in its entirety and replaced with the following:

   8. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

      Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

3. Under Additional Terms and Conditions, Article 30 and 31 below shall be incorporated into this RCA.

   30. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this RCA, employ any County employee for any purpose.

   31. **Subcontracting:** No performance of this RCA or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this RCA without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

      In the event that Contractor is authorized by County to subcontract, this RCA shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this RCA. Contractor shall remain responsible for the performance of this RCA and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

4. All other terms and conditions of this RCA, except as amended herein, shall remain unchanged and in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. One on the date set forth opposite their signature(s).

Contractor shall provide two signatures as follows:

1) The first signature must be either the Chairman of the Board, President, or any Vice President;

2) The second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

INSIGHT PUBLIC SECTOR, INC.

Scott Friedlander	SVP, Public Sector
Print Name	Title
Scott Friedlander' (Nov 6, 2024 14:20 MST)	11/6/2024
Signature	Date
Print Name	Title
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

Deputy Purchasing Agent Authorized Signature:

Molly Yriarte	Deputy Purchasing Agent
Print Name	Title
DocuSigned by: Molly Yriarte B0C02AA41F79409...	11/6/2024
Signature	Date

REGIONAL COOPERATIVE AGREEMENT

CONTRACT NUMBER RCA-017-24010043

FOR

TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES

BETWEEN

COUNTY OF ORANGE

AND

INSIGHT PUBLIC SECTOR, INC.

REGIONAL COOPERATIVE AGREEMENT
RCA-017-24010043
BETWEEN
COUNTY OF ORANGE
AND
INSIGHT PUBLIC SECTOR, INC.
FOR
TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES

This Regional Cooperative Agreement for Technology Product Solutions and Related Services (hereinafter "RCA") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, acting through Orange County Information Technology (hereinafter "County"), and Insight Public Sector, Inc. with a place of business at 2701 E. Insight Way, Chandler AZ 85286 (hereinafter "Contractor"), with County and Contractor sometimes individually referred to as "Party or collectively as "Parties".

ATTACHMENTS

This RCA is comprised of this document and the following Attachments, which are attached hereto and incorporated herein by reference:

Attachment A – Scope of Work
Attachment B – Compensation, Pricing and Payment
Attachment C – OMNIA Partners Cobb County Contract # 23-6692-03
Attachment D – County of Orange Information Technology Security Provisions
Attachment E – County of Orange Information Technology Security Guidelines
Attachment F – Business Associate Agreement

RECITALS

WHEREAS, on May 1, 2023, Cobb County and Contractor entered into OMNIA Partners Cobb County Contract #23-6692-03 (hereinafter "Master Agreement") for Technology Product Solutions and Related Services, effective May 1, 2023 through April 30, 2026; and

WHEREAS, Contractor is an authorized seller of Technology Product Solutions and Related Services to members of OMNIA Partners pursuant to the Master Agreement; and

WHEREAS, County desires to enter into this RCA with Contractor to provide Technology Product Solutions and Related Services to County, effective upon execution of all necessary signatures through April 30, 2026; and

WHEREAS, County agrees to pay Contractor the fees as more specifically described in Compensation, Pricing and Payment, attached hereto as Attachment B; and

WHEREAS, County desires to enter into additional terms with Contractor that are supplemental to the terms of the Master Agreement and to which County is otherwise entitled.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

County General Terms and Conditions:

A. **Governing Law and Venue**: This RCA has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this RCA, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

B. **Entire Agreement**: This RCA contains the entire agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Officer or designee.

C. **Amendments**: No alteration or variation of the terms of this RCA shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **Taxes**: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. **Delivery:** County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. **Acceptance/Payment**: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. **Warranty**: Contractor expressly warrants that the goods covered by this RCA are free of liens or encumbrances. Contractor will pass through to County any supplier written warranties associated with the goods purchased from Contractor. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. THE EXPRESS WARRANTIES ARE IN LIEU OF, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES IN RELATION TO THE GOODS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

H. **Patent/Copyright Materials/Proprietary Infringement**: Unless otherwise expressly provided in this RCA, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this RCA. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. **Assignment**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this RCA nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute a breach of this RCA.

J. **Non-Discrimination**: In the performance of this RCA, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **Termination**: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this RCA without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the RCA shall relieve County of all further obligation.

L. **Consent to Breach Not Waiver:** No term or provision of this RCA shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor**: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. **Performance:** Contractor shall warrant all work under this RCA, taking necessary steps and precautions to perform the work to County's satisfaction**.** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this RCA. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **Insurance Provisions**:

Prior to the provision of services under this RCA, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this RCA have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this RCA.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this RCA shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this RCA. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this RCA for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this RCA.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this RCA.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limit
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined Single limit each incident
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state ***As Required by Written Contract.***

All insurance policies required by this RCA shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the RCA, upon which the County may suspend or terminate this RCA.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this RCA. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this RCA may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RCA, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes**: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflict of Interest Status**: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this RCA, and the County agrees to an assignment of the RCA, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this RCA and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the RCA in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the RCA.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the RCA. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the RCA, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this RCA. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure**: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this RCA caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this RCA. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws**: Contractor represents and warrants that services to be provided under this RCA shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

U. **Freight (F.O.B. Destination):** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this RCA.

V. **Severability**: If any term, covenant, condition, or provision of this RCA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees**: In any action or proceeding to enforce or interpret any provision of this RCA, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

X. **Interpretation**: This RCA has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this RCA. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this RCA by any

other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this RCA against the party that has drafted it is not applicable and is waived. The provisions of this RCA shall be interpreted in a reasonable manner to affect the purpose of the parties and this RCA.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this RCA meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this RCA.

Z. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this RCA. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County under a non-disclosure agreement with Contractor) access during normal working hours to applicable books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this RCA. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection and such date will be mutually agreed upon.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this RCA, or department Subordinate Contract(s), may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this RCA, or department Subordinate Contract(s). If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this RCA, or department Subordinate Contract(s), without penalty.

Additional Terms and Conditions:

1. **Scope of Agreement**: This RCA specifies the contractual terms and conditions by which the County will procure Technology Product Solutions and Related Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A, and under the Master Agreement.

2. **Term of Agreement**: This RCA shall be effective upon execution of all necessary signatures through April 30, 2026. This RCA may be renewed, by mutual written agreement of both Parties, contingent upon renewal of the Master Agreement. The County does not have to give reason if it elects not to renew.

3. **Adjustments to Scope of Work**: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

4. **Americans with Disabilities Act (ADA)**: Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

5. **Breach of Agreement:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this RCA shall be a material breach of this RCA. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this RCA:

   a. Terminate the RCA immediately, pursuant to Section K herein;

   b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this RCA within which to cure the breach;

   c. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

   d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this RCA are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this RCA, employ any County employee for any purpose.

9. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

10. **Cooperative Agreement:** The provisions and pricing of this RCA will be extended to other California local or state governmental entities. Governmental entities wishing to use this RCA will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this RCA a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this RCA. Failure to do so will be

considered a material breach of this RCA and grounds for immediate termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the RCA upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this RCA. Contractor shall be required to maintain a list of the cooperative entities using this RCA. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

11. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this RCA will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this RCA without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this RCA.

12. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this RCA with the Contractor, or terminate this RCA if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.

13. **Default Reprocurement Costs:** In case of contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing contract, Contractor will be responsible for paying the County the difference between the contract cost and the price paid, and the County deduct this cost from any unpaid balance due to the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this RCA and under law.

14. **Disputes – Agreement:**

    A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this RCA is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

        i. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this RCA, unless the County, on its own initiative, has already rendered such a final decision.

        ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable.

    B. Pending the final resolution of any dispute arising under, related to, or involving this RCA, the Contractor agrees to diligently proceed with the performance of the contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this RCA.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the contract for cause or termination for convenience as stated in section K herein.

15. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

    A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

    B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;

        ii. The organization's policy of maintaining a drug-free workplace;

        iii. Any available counseling, rehabilitation and employee assistance programs; and

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this RCA:

        i. Will receive a copy of the company's drug-free policy statement; and

        ii. Will agree to abide by the terms of the company's statement as a condition of employment under this RCA.

    D. Failure to comply with these requirements may result in suspension of payments under the RCA or termination of the RCA or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

        i. The Contractor has made false certification, or

        ii. The Contractor violates the certification by failing to carry out the requirements as noted above.

16. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this RCA may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the RCA, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the contract number.

17. **Equal Employment Opportunity**: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

19. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the County shall have the right to terminate the RCA, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the RCA.

20. **Headings**: The various and numbers herein, the grouping of provisions of this RCA into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

21. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this RCA or any subsequent amendment of or effort under this RCA without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

22. **Notices**: Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail, or (3) upon delivery via electronic mail with confirmation receipt from Contractor. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

CONTRACTOR CONTACT
Company: Insight Public Sector, Inc. Address: 2701 E. Insight Way, Chandler AZ 85286 Attn: Brittany Dunaway Phone: 480-366-7029 Email: SLEDContracts@insight.com

COUNTY CONTACT
OCIT/Contracts & Purchasing Division 721 S. Parker St., Suite 200 Orange, CA 92868 Attn: Molly Yriarte, DPA Phone: 714-567-7436 Email: Molly.Yriarte@ocit.ocgov.com

23. **Ownership of Documents**: The County has permanent ownership of all directly connected and derivative materials produced under this RCA by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

24. **Order Dates:** Orders may be placed during the term of this RCA even if delivery may not be made until after the term of the RCA. Order dates take precedence over delivery dates. Contractor must clearly identify the order date on all invoices to County.

25. **Parking Fees:** Contractor shall be responsible for all parking fees where free parking is not available while performing services under this RCA.

26. **Precedence**: The contract documents consist of this RCA and its attachments. In the event of a conflict between or among the contract documents, the order of precedence shall be the provisions of the main body of this RCA, i.e., those provisions set forth in the recitals and articles of this RCA, and then the attachments.

27. **Remedies Not Exclusive**: The remedies for breach set forth in this RCA are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this RCA does not preclude resort by either Party to any other remedies provided by law.

28. **Substitutions**: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

29. **Waivers:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this RCA or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

**** SIGNATURE PAGE FOLLOWS ****

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this **RCA-017-24010043** on the date set forth opposite their signature(s).

Contractor shall provide two signatures as follows:

1) The first signature must be either the Chairman of the Board, President, or any Vice President;

2) The second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

INSIGHT PUBLIC SECTOR, INC.

Scott Friedlander	**President**
Print Name	Title
Scott Friedlander Scott Friedlander (Sep 27, 2024 08:20 EDT)	**9/27/2024**
Signature	Date
Print Name	Title
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

Deputy Purchasing Agent Authorized Signature:

Molly Yriarte	Deputy Purchasing Agent
Print Name	Title
DocuSigned by: Molly Yriarte B0C02AA41F79409...	10/1/2024
Signature	Date

ATTACHMENT A
SCOPE OF WORK

1. **OVERVIEW**

The County of Orange is comprised of 25 Departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide Technology Product Solutions and Related Services to the County in accordance with the Technology Product Solutions and Related Services under the Master Agreement, including Attachment A – Scope of Work.

2. **CONTRACTOR GENERAL RESPONSIBILITIES:**

Contractor shall provide the necessary staff, services and associated resources to provide the County with the services, materials, and obligations attached to this RCA. Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work.

2.1. Contractor is to provide County with Technology Product Solutions and Related Services in accordance with the Master Agreement, including Attachment A – Scope of Work.

2.2. Contractor shall provide a dedicated Account Manager and support team that consists of experienced, knowledgeable and well-trained personnel to answer all County inquires, questions and quote requests in a timely manner.

3. **QUOTES:**

3.1. Contractor shall provide quotes for products and/or services being offered under the Master Agreement. All quotes will be provided on an as needed basis and shall be in accordance with pricing in the Master Agreement.

3.2. Contractor shall receive an oral and/or written request from County with specifications and/or a scope and requirements for Technology Product Solutions and Related Services desired for quoting. All quoted products/services must be covered under the Master Agreement.

3.3. Contractor shall provide direct quotes for all Technology Product Solutions and Related Services as per the Master Agreement. County shall not accept third-party quotes.

If Contractor is unable to provide a quote for Technology Product Solutions and Related Services requested, County reserves the right to obtain proposals/quotes from other alternate sources for the acquisition of Technology Product Solutions and Related Services.

4. **ORDERS:**

4.1. Contractor must obtain either a one-time Purchase Order for commodity purchases or a signed Subordinate Contract prior to accepting an order.

4.2. Departments shall provide a delivery address with all orders for product delivery and invoicing. If electronic delivery, County shall provide electronic delivery instructions, including email address.

5. **E-DELIVERIES:**

5.1. Most Software purchases are available for electronic delivery; unless there is a service component or other arrangements are made between Contractor and County. Contractor will send an email to the

requesting Party to confirm order, which will need to be accepted accordingly. Any terms linked to the email are not applicable to this RCA - Any provision or unilateral terms that Contractor may issue, irrespective of whether any such provisions or terms may be affixed to or accompany the goods and/or services being purchased, are not valid or binding on County unless authorized by County in writing.

5.2. When software is available for electronic delivery, County shall include the following language on the purchase order under the extended description:

All Products Purchased under this Contract are available via Electronic Distribution only. No tangible media or documentation will be available or shipped under this Contract. Access to the products purchased under this Contract is in no way dependent upon any tangible media that may have been received prior to, or separately from, this Contract.

To support the California sales and use tax exempt status of electronically downloaded software allowed under California regulation 1502 (F) (1) (D), vendor invoices for all purchases made under this Contract must accurately state that software distribution is solely via electronic download and that no tangible media or documentation will be shipped to or received by our agency.

ATTACHMENT B

COMPENSATION, PRICING AND PAYMENT

1. **Compensation:** This is a fixed fee price agreement between the County and Contractor for Technology Product Solutions and Related Services as provided under the Master Agreement Price List.

   Contractor agrees to accept the specified compensation as set forth in this RCA as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of work.

   County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Article C of the RCA Terms and Conditions.

2. **Pricing:** Contractor shall bill County for goods provided and services rendered according to the rates listed below, which is based upon a discount from Supplier's advertised price, publicly verifiable at:

   https://www.omniapartners.com/suppliers-files/E-J/Insight_Public_Sector_Inc/Contract_Documents/23-6692-03/Pricing.pdf

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the RCA. The County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County. The County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the RCA. Adjustments increasing the Contractor's profit will not be allowed.

4. **Payment Terms:** Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

   Billing shall cover goods and services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for good or services not provided or when goods and services do not meet the contract requirements.

   Payments made by the County shall not preclude the right of the County from thereafter disputing any goods or services involved or billed under this RCA and shall not be construed as acceptance of any part of the goods or services.

   In no event shall County pay Contractor interest or other late charges on any charges or other amounts due under this RCA. County will have the right to set off against amounts owed by County under the contract any amount the Contractor is obligated to pay or credit County under this RCA.

5. **Invoice Instructions:** Within five (5) calendar days after the last day of each calendar month, Contractor shall use its best efforts to invoice County for all charges for services provided in the immediately preceding calendar month. Contractor shall not invoice County, and County shall not be obligated to pay, any charges or other invoiced amounts (including pass through expenses and any charges relating to Contractor's subcontractors) that are not properly invoiced within sixty (60) calendar days after the end of the month in which such charges were incurred, unless a request for an extension is approved in writing by the County within the sixty (60) calendar days window.

Each invoice must be on Contractor's letterhead and have a unique number and shall include the following information:

a. Contractor's name and address
b. Contractor's remittance address
c. Department contract number
d. Contractor's Federal I.D. number
e. Date of Order/Service date(s)
f. Product/service description, quantity, prices
g. Total invoice amount

Invoices are to be forwarded to the user agency/department bill-to address indicated on the respective order.

6. **Payment (Electronic Funds Transfer):** County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the contract.

ATTACHMENT C

Master Agreement OMNIA Partners Cobb County Contract # 23-6692-03

(See separate attachment titled, "OMNIA Partners Cobb County Contract # 23-6692-03")

ATTACHMENT D

County of Orange Information Technology Security Provisions

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

1. This County of Orange Information Technology Security Provisions document provides a high-level guide for contractors to understand the resiliency and cybersecurity expectations of the County. The County of Orange Information Technology Security Guidelines follow the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

   Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Provisions ("Security Provisions") that pertain to Contractor(s) in connection with the Services performed by Contractor(s) as set forth in the scope of work of this Contract. Any violations of the Security Provisions shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this RCA. Such Security Provisions include, but are not limited to, Attachment E – County of Orange Information Technology Security Guidelines and Attachment F – Business Associate Agreement, as applicable.

   Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this RCA.

2. Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements.

3. Information Access: Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

   County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this RCA to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall

Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel, subcontractor, or affiliate to whom issued. Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

Throughout the RCA term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.

Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this RCA and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

4. Data Security Requirements: Without limiting Contractor's obligation of confidentiality as further described in this RCA, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this RCA and, to the extent such programs are consistent with and not less protective than the requirements set forth in this RCA and are at least equal to applicable best industry practices and standards (NIST 800-53).

   Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data,

   Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this RCA may use or disclose County personal and confidential information only as permitted in this RCA. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this RCA. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this RCA may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

   Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek,

without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this RCA.

All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

5. Enhanced Security Measures: County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

6. General Security Standards: Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems, email systems, auditing, and monitoring systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

   6.1. Contractor System(s) and Security: At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

   6.2. Contractor and the use of Email: Contractor, including Contractor's employees and subcontractors, that are provided a County email address must only use the County email system for correspondence of County business. Contractor, including Contractor's employees and subcontractors, must not access or use personal, non-County Internet (external) email systems from County networks and/or County computing devices. If at any time Contractor's performance under this Contract requires such access or use, Contractor must submit a written request to County with justification for access or use of personal, non-County Internet (external) email systems from County networks and/or computing devices and obtain County's express prior written approval.

Contractors who are not provided with a County email address, but need to transmit County data will be required to maintain and transmit County data in accordance with this Agreement.

7. Security Failures: Any failure by the Contractor to meet the requirements of this RCA with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this RCA and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.

8. Security Breach Notification: In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this RCA that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

   County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

   In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

   Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

   Notification shall be sent to:

Andrew Alipanah, MBA, CISSP
Chief Information Security Officer
721 S. Parker St.
Suite 200
Orange, CA 92868
Phone: (714) 567-7611
Andrew.Alipanah@ocit.ocgov.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
721 S. Parker St.
Suite 200
Orange, CA 92868
Phone: (714) 834-4082
Linda.Le@ocit.ocgov.com

9. Security Audits: Contractor shall maintain complete and accurate records relating to its System and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures). If requested by County, Contractor can provide attestations that third party penetration testing, vulnerability scans, audits, and other security scans are performed on a recurring basis.
10. Business Continuity and Disaster Recovery (BCDR): For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

    Contractor shall maintain a comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third-parties. County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 24 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.

    All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

ATTACHMENT E

County of Orange Information Technology Security Guidelines

(See separate attachment titled, "County of Orange IT Security Guidelines v9.09.24")

ATTACHMENT F

Business Associate Agreement

(See separate attachment titled, "Business Associate Agreement")

RCA-017-24010043 - Insight Public Sector - Technology Product Solutions and Services

Final Audit Report 2024-09-27

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