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Contract Number
23-1391

SAP Number

Innovation and Technology Department

Department Contract Representative	<u>Staci McClane</u>
Telephone Number	<u>909-388-0622</u>
Contractor	<u>International Business Machines Corporation (IBM)</u>
Contractor Representative	<u>Thomas Warner</u>
Telephone Number	<u>425-890-1324</u>
Contract Term	<u>December 19, 2023, through December 18, 2026</u>
Original Contract Amount	<u>\$3,652,000</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$3,652,000</u>
Cost Center	<u>1200104048</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("County") desires to designate a contractor of choice to provide staff augmentation staffing services for the County's Mainframe, as further described in a statement of work (the "Services"); and

WHEREAS, the County conducted a competitive process to find International Business Machines Corporation ("IBM" or "Contractor") to provide these services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide mainframe staff augmentation services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

- A.1 Department: Innovation and Technology Department.
- A.2 Department Head: Chief Information Officer.
- A.3 Executed Work Order: Document identifying name of the individual filling the position, pay rate, project term, and project needs signed by both the Contractor and Authorized Department Representative.
- A.4 Personnel: An employee, or individual under contract to Contractor.
- A.5 Professional Services: Fee for service assignment whereby the assignee works on one or more phases of a multiphase project. The nature and specific definition of these services shall be set forth in Work Order(s) issued under the terms and conditions of this agreement and approved in writing by the head of the Department requesting services.
- A.6 Technical Services: Fee for service assignment whereby the assignee works in a technical support function. The project areas and required job classifications/skillset will be set forth on the Work Order(s) issued under the terms and conditions of this agreement and approved in writing by the Department requesting services.
- A.7 Work Order: Request for Personnel that will identify the needs of the project and position to be filled, a sample of which has been attached as Exhibit 1.

B. CONTRACTOR RESPONSIBILITIES

- B.1 Work Orders
 - B.1.1 Work specifications, project schedules, and time and manner of project deliverables shall be set forth in an Executed Work Order.
 - B.1.2 Work Orders shall include the following information:
 - a. Title of project area
 - b. A brief description of project services to be performed
 - c. The term of the Work Order
 - d. The hourly rate for Personnel (Attachment A)
 - e. The classification of Personnel (Attachment B)
 - f. The total not-to-exceed (NTE) amount of the Work Order
 - B.1.3 County incurs no obligation under this agreement until such time as the Department Head and Contractor execute the specific Work Order. There shall be no further reimbursable expenses in addition to those agreed upon in the Executed Work Order(s).
- B.2 Contractor will supply Personnel in skill levels defined and required by the Work Order.
- B.3 All personnel must be employees of, or under contract to Contractor and each must execute an Employer Acknowledgement, a sample of which has been attached as Exhibit 2 and a Confidentiality Statement, a sample of which has been attached as Exhibit 3 prior to commencing work pursuant to any Work Order.
- B.4 The accepted Personnel must be available to report for work on the date specified in the Work Order, usually within two weeks following execution of the Work Order. The expectation is that all work will be remote, unless otherwise specified in an Executed Work Order. Any on-premises requirements will be detailed in each Executed Work Order. Contractor agrees to the supplemental terms of the Remote Access Addendum, as attached hereto as Attachment C and incorporated herein.

- B.5** All overtime to be worked by Personnel must be approved by the Department Head or Project Manager prior to such overtime being incurred, except that Personnel assigned to on-call duties, who are then required to report to work, will be considered automatically approved for overtime.
- B.6** County has the absolute right to disapprove any Personnel or any proposed changes in personnel and to request substitution, replacement, or termination of Personnel.
- B.7** In those cases where Personnel requests reassignment from Contractor for personal reasons, Contractor shall use its best efforts to provide the Department at least ten business days advance written notice. In the event of termination of employment by Personnel for any reason, Contractor will endeavor to provide the Department with as much advance notice as is reasonably possible. Upon the Department's request, Contractor will endeavor to replace reassigned or terminated Personnel within five business days.
- B.8** In the event the Department requests removal of Personnel for poor performance or improper conduct, the effective date of terminated service may be immediate, and the Department will pay actual hours worked up to the time of termination to Contractor.
 - B.8.1** While assigned to on-call duty, the Contractor shall be free to use the time for his or her own purposes and engage in personal activities.
 - B.8.2** On-call duty requires the Contractor to return a call as soon as practicable but not to exceed fifteen (15) minutes.
 - B.8.3** Contractors who are specifically assigned by the appointing authority to receive and respond to phone calls during non-work hours and perform limited work related to such phone calls but who are not expected to return to the work site shall: (1) leave a telephone number where they can be reached or carry/wear a communication device and (2) respond by phone within a reasonable period of time taking into consideration the nature and urgency of the call. Such Contractors shall be compensated at the applicable rate of pay for the time spent responding to the phone calls and any required work related to the phone call. The Contractor shall record time to the nearest one-quarter hour.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

C.4 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.5 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. Prior to assigning any personnel, Contractor shall conduct a background check, at Contractor's sole expense, on each its personnel providing services to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, (a) include fingerprinting and criminal background check and (b) have been performed within the preceding 12-month period. Unless prohibited by law, Contractor shall provide the results of the background check of each individual, including Department of Justice and Federal Bureau of Investigation results, to the Innovation and Technology Department at cheryl.ford@hr.sbcounty.gov. Contractor will monitor and report to the County any subsequent updates to personnel criminal background information. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any of Contractor's personnel to any County facility.

C.6 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.8 Compliance with County Policy

In performing the services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.9 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.10 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor

shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.11 County Representative

The Chief Information Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the services/Scope of Work by Contractor. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.12 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.13 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.14 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.14.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.14.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.14.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.15 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.16 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.17 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.18 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.19 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.20 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.21 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.22 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.23 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.24 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.25 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.26 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.27 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work

under the Contract, subject to the requirements of Article D–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.28 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.28.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.28.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.29 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.30 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, Contractors, subcontractors, services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.31 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. Any provision of this Contract that may appear to give the County any right to direct the Contractor concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the County concerning the end results of the performance.

C.32 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.33 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.34 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

C.34.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.34.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.34.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

C.35 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.36 Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.37 Time and Required Consents

Contractor agrees to use diligent efforts to meet the project schedule and to notify County promptly in writing, if it expects or encounters significant delays in completing the Services.

The County shall obtain all necessary permissions for Contractor to use, provide, store and process data to which County gives Contractor access to perform the Services. The County is responsible for the security and privacy of such data.

C.38 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.39 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.40 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.41 Disclosure of Criminal and Civil Procedures

County reserves the right to request the information described herein from Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the

Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.42 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.43 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.44 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.45 RESERVED

C.46 Errors, Omissions and/or Conflicts

Contractor shall be responsible for the integrity of all design and research studies prepared or approved by the Contractor and should County suffer damages due to errors, omissions, and/or

conflicts within such documents, the Contractor shall be responsible to County for costs of all such damages.

C.47 RESERVED

C.48 Regulatory Agencies

Except for emergencies, or except for situations where contact is required by law or relevant professional cannons of ethics (in which case Contractor will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be time for such in an emergency), Contractor shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without County's prior approval.

C.49 RESERVED

C.50 RESERVED

C.51 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment D - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

D. TERM OF CONTRACT

This Contract is effective as of December 19, 2023, and expires December 18, 2026, with two (2) additional one (1) year extension options, but may be terminated earlier in accordance with provisions of this Contract. All Executed Work Orders executed during the term of this Contract will be governed by the terms of this Contract regardless of expiration date of the Executed Work Order.

E. COUNTY RESPONSIBILITIES

E.1 County will provide the contractor remote access to mainframe system and any software tools necessary for Personnel to perform assigned duties.

E.2 County will not provide computer equipment such as laptops for remote work assignments. County will provide Personnel with access to computer equipment for all on-site work assignments.

E.3 The Department Head will designate a Project Manager, who shall oversee Personnel activities performed pursuant to Executed Work Order(s) including:

E.3.1 Coordinating and monitoring the work performance of Personnel assigned to specific project areas and supervising the tasks to which Personnel are assigned;

- E.3.2** Reviewing and negotiating all proposed modifications to Executed Work Orders;
- E.3.3** Reviewing and negotiating all requested extensions in periods of performance;
- E.3.4** Mediating disputes that may arise between Personnel and Department staff;
- E.3.5** Approving overtime requests, as appropriate, for Personnel prior to overtime being incurred;
- E.3.6** Reviewing and confirming invoices; and
- E.3.7** Evaluating all work performed by Personnel under an Executed Work Order. Approval of completed work shall not be unreasonably withheld and in no instance shall exceed more than two (2) weeks from receipt by the County.
- E.3.8** The Project Manager will be responsible for coordinating with the Contractor in matters relating to policy, information, and procedural requirements. The Project Manager shall provide, on request, such information and documents as may be reasonably required by Contractor to perform under the Contract and subsequent Executed Work Order(s).
- E.3.9** Contractor understands that the County may elect to have other service providers provide similar professional services either under other agreements or under other contracts.

F. FISCAL PROVISIONS

- F.1** Each Work Order shall be invoiced separately.
- F.2** Payments shall be billed per the rates stated on the Executed Work Order(s).
- F.3** Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute, per the Executed Work Order(s).
- F.4** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.5** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.6** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.7** Compensation is a fee for a service and will be based upon the hourly rates indicated in Attachment A.
- F.8** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

- F.9** Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and payment of any and all federal, State and local personal income taxes, disability insurance, unemployment, and other taxes for such persons, including any related assessments or contributions required by law, and all other regulations governing such matters. Contractor further agrees to be solely responsible for compliance with the ACA in providing its personnel with any required “minimum essential coverage” under and “eligible employer-sponsored plan” each with the meaning of 26 United States Code (USC) §5000A(f)(1)(B), or any successor statute or regulation.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Contractor’s Limitation of Liability and Indemnification

G.1.1 Contractor’s Limitation of Liability and Indemnification.

Contractor’s entire liability for all claims related to the Contract will not exceed the amount of any actual direct damages incurred by County up to the greater of \$100,000, or amounts paid (if recurring charges, up to 12 months charges apply) for the product or services that is the subject of the claim, regardless of the basis of the claim. With the exception of County’s infringement or violation of Contractor’s or a third party’s intellectual property rights, neither party will be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to Contractor, its affiliates, contractors, subprocessors, and suppliers, and exclude indemnification obligations, gross negligence, willful misconduct and violations of law by the contractor.

G.1.2 Indemnification.

The Contractor shall indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from and against any and all claims for damages for bodily injury (including death) and damage to real property or tangible personal property for which it is legally liable to that third party, and pay all costs, damages and attorney’s fees that a court finally awards or that are included in a settlement approved by Contractor, provided that: (1) upon being served with any claim or action, County shall promptly notify Contractor in writing of the same; (2) County shall permit Contractor to control the defense of any action or claim, to the extent permitted by law, and (3) County shall cooperate with Contractor in the defense and any related settlement negotiations.

G.2 Additional Insured

All policies, except for Worker’s Compensation, Errors and Omissions, Umbrella Liability Insurance, and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

Except for Umbrella Liability Insurance and Professional & Errors and Omissions Liability, Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

Except for Workers’ Compensation/Employer’s Liability, Umbrella Liability Insurance and Professional & Errors and Omissions Liability Insurance, all policies required herein are to be

primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Contractor and County or between County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

- G.11** Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1 Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2 Commercial/General Liability Insurance** – Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

- G.11.3 Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4 Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5 Professional Errors & Omissions Insurance** – Professional Errors & Omissions Insurance coverage for actual or alleged breach or duty, neglect, error, misstatement, misleading

statements or omission solely for action or omissions committed by IBM in providing professional services for County with a minimum per claim and aggregate limit of US\$5,000,000. Coverage includes network security, unauthorized access, unauthorized use, receipt or transmission of a malicious code, denial of services attack, unauthorized disclosure or misappropriation of private information, privacy liability, notification costs, credit card monitoring, and find & penalties incurred by County.

H. SUCCESSORS AND ASSIGNS

- H.1** This Contract shall be binding upon County and Contractor and their respective successors and assigns.
- H.2** Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Contractor without the prior written consent and approval of County.
- H.3** Death or Incapacity: If the Contractor transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Contractor and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Contractor herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Contractor.

I. RIGHT TO MONITOR AND AUDIT

- I.1** The County or its designated representative shall have absolute right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. Contractor shall provide reasonable cooperation, in any auditing conducted. Contractor shall comply with all reporting requirements set forth in this Contract. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or other who might reasonably have information related to such records and interview staff in any subcontract related to performance of this Contract. The County shall provide reasonable advance written notice of such audit(s) to the Contractor.
- I.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

Contractor or County may terminate immediately for cause if the other is in material breach of the Contract, provided the one who is not complying is given notice and thirty (30) days to comply, provided that such breach is capable of being cured within the 30 days, and unless the nature of the material breach is such wherein a delay to act can result in further harm to the non-breaching party. Any terms that by their nature extend beyond the Contract termination remain in effect until fulfilled and apply to successors and assignees.

K. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be

deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Information and Technology Department
670 E. Gilbert St
San Bernardino, CA 92415

International Business Machine Corporation,
IBM
1 New Orchard Road
Armonk, NY 10504-1722

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

L. ENTIRE AGREEMENT

This Contract, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

M. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

N. EUROPEAN GENERAL DATA PROTECTION REGULATION

The County agrees that no County personal data that is subject to i) European General Data Protection Regulation (EU/2016/679) (GDPR) or ii) other data protection laws identified at www.ibm.com/dpa/dpl will be provided to Contractor under this Agreement.

IN WITNESS WHEREOF, the San Bernardino County and Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 19 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County
Deputy



International Business Machine Corporation, IBM

By ► *Thomas Warner*
Thomas Warner (09/13/2023 11:09 PST)
(Authorized signature – sign in blue ink)

Name Tom Warner
(Print or type name of person signing contract)

Title Senior Technology Sales Representative,
Federal/Public
(Print or Type)

Dated: _____

Address 1 New Orchard Road
Armonk, NY 10504-1722

FOR COUNTY USE ONLY

Approved as to Legal Form
► *Bonnie Uphold*
Bonnie Uphold, Supervising Deputy County Counsel
Date 12-12-2023

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
Date _____

ATTACHMENT A

RATES

Classification	Hourly Rate Range
Programmer Analyst	\$ 173 - \$ 205 / hr.
Mainframe System Programmer	\$ 245 - \$ 275 / hr.
Mainframe Database Administrator	\$ 207 - \$ 245 / hr.

ATTACHMENT B
PERSONNEL CLASSIFICATION

Programmer Analyst Contractor

Job Specs

The candidate will participate in systems analysis, application architecture, systems design and development, database design, and applications programming. The position requires experience with IBM z/OS mainframe, and familiarity with all phases of the SDLC. The candidate will analyze and resolve production system problems and monitor production systems to ensure correct and efficient operation. Candidates should possess excellent problem solving, organizational and communication skills, and keep abreast with emerging technologies.

Contract Duration: 1 to 2 years (renewed annually).

Responsibilities

- Designing, implementing, and testing applications involving new features and functionality from functional requirements.
- Maintenance, support, design, development, and implementation of applications.
- Developing new and maintaining existing system interfaces.
- Database designing in DB2 and other relational databases.
- Developing new and maintaining existing Database ETL processes.
- Designing, implementing new and maintaining existing reports.
- Ability to work independently and in team environment.
- Help maintain code quality, CI (Continuous Integration), versioning with reusable and reliable code.

Skills and Qualifications

- 7+ years of experience in writing COBOL programs in a structured format in an IBM z/OS mainframe environment
- Experience with IMS and DB2 databases
- Proficient understanding of code versioning tools such as Endeavor or Panvalet
- Experience using TSO screens and the various options
- Knowledgeable in DFSORT and IBM utilities such as IEBCOPY, IEBGENER, IDCAMS, etc.
- Experience with JCL
- Previous experience with vb.net would be a plus

Mainframe System Programmer

Job Specs

- Work business hours and occasional after hours and weekends.
- Provide for coverage of other mainframe system administrators as necessary.
- Provide on-call support after hours and weekends, participate in an on-call rotation.

Contract Duration: 1 to 5 years (renewed annually).

Responsibilities

- Install, implement, test, tune and support IBM and 3rd party mainframe software.
- Provide Support for customers and application developers.
- Disaster Recovery preparedness by maintaining, tuning, and testing backup and recovery processes. Perform system recovery if necessary.
- Perform storage management, capacity planning, system performance tuning and troubleshooting.
- Support network connectivity to mainframe TCPIP, VIPA etc.
- Support computer operations and other mainframe staff to ensure smooth operation of mainframe batch and online systems.
- Provide support during normal business hours 8am-5pm
- Participate in an on-call rotation for after-hours and weekend support and on an as-needed basis.

Skills and Qualifications

- Experience with zOS administration such as IODF, HCD, SMPE, zOSMF, and performing System upgrades.
- Experience with performing archive, backup and recovery of datasets, and disaster preparedness.
- Experience with mainframe batch scheduling such as ESP or Control-M and tuning of system performance with WLM.
- Experience with REXX and JCL and administering Unix System Services.
- Experience with mainframe networking such as TCPIP, VIPA, VTAM, and administration of RACF digital certificates for encryption technologies for secure FTP and secure TN3270 using Policy Agent.
- In-depth experience performing troubleshooting of zOS and 3rd party mainframe software.

Mainframe Database Administrator

Job Specs

- Work business hours and occasional after hours and weekends.
- Provide coverage of other mainframe database administrators as necessary.
- Provide on-call support after hours and weekends, participate in an on-call rotation.

Contract Duration: 1 to 5 years (renewed annually).

Responsibilities

- Install, implement, test, troubleshoot, and tune IBM Information Management Systems (IMS) Database (DB)
- Install, implement, test, troubleshoot, and tune IBM Information Management Systems (IMS) Transaction Manager (TM).
- Install, implement, test, troubleshoot and tune IBM DB2 Database (DB)
- Support application developers, system administrators and customers.
- Design, Configure and test disaster recovery strategies and backups of both IMS and DB2 systems (Catalog, DBRC etc.) to meet business needs.
- Design, Configure, test and support IMS and DB2 offloading and virtualization using IBM DB2 Analytics Accelerator (IDAA) and Data Virtualization Manager (DVM).
- Support network connectivity to mainframe databases and transactions such as IMS message regions, VTAM, DB2 connect, and Shadow.
- Provide support during normal business hours 8am-5pm
- Participate in an on-call rotation for after-hours and weekend support and on an as-needed basis.

Skills and Qualifications

- In-depth experience with mainframe database administration such as tuning DB2 and IMS, assisting developers with query tuning, link/bind, installing PTFs and upgrades.
- Experience with performing backup and recovery of databases using DB2 and IMS tools, and disaster preparedness.
- Experience with mainframe batch scheduling such as ESP or Control-M.
- Experience with SPUFI, REXX and JCL.
- Experience with mainframe networking such as VTAM, LU, TCPIP and administration of database related interfaces such as DB2 connect and Shadow.

Desirable Skills and knowledge, but not required:

- Sysview, ESP, Endeavor, Spool, View/Deliver and/or OPS/MVS from Broadcom
- IBM File Manager, Debugger, Fault Analyzer
- Shadow from Rocket software
- FDR
- IBM Tivoli Decision Support
- IBM IDAA loader or Data Virtualization Manager
- IBM Cloud Tape Connector
- SAS
- DB2 and/or IMS database systems

Experience and Education:

- Minimum of 5 years as zOS system administrator (system programmer).
- Thirty (30) semester (45 quarter) units of completed, post high-school coursework from an accredited university or technical school in Computer Information Systems, Business/Public Administration, or a closely related field.

ATTACHMENT C
REMOTE ACCESS ADDENDUM

Contractor requires remote access to the County Wide Area Network (WAN) pursuant to a contract to provide services to the County. This Remote Access Addendum (Addendum) governs access to and use of County's WAN by Contractor and Contractor personnel.

It is the policy of the County Board of Supervisors to provide the appropriate level of security for data within the County's computerized information systems. County has established information security practices and closely monitors the WAN to ensure network confidentiality, integrity, and availability. Use of and access to County computer systems are subject to compliance with County Policies. The County WAN is managed, maintained, and continuously monitored by the County Innovation and Technology Department (ITD).

A. DEFINITIONS

Any capitalized term used but not defined in this Addendum shall have the meaning given to it in the Contract. In addition, the following capitalized terms shall have the meaning ascribed herein:

1. "CISO": County Chief Information Security Officer or other County-designated officer responsible for cyber-infrastructure security.
2. "CONUS": Continental United States
3. "County Data": Any information, formulae, algorithms, or other content that County, County's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. County Data also includes user identification information, personally identifiable information, and metadata which may contain County Data or from which County Data may be ascertainable.
4. "Data Breach": Any access, destruction, loss, theft, use, modification or disclosure of County Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.

B. ACCESSING THE WAN

1. Provided that Contractor complies with the Addendum, Contractor personnel will be granted limited remote access to the County WAN for the purpose of fulfilling Contractor's obligations and accessing related computer information systems or data managed by the County that resides on the WAN.
2. Access to the WAN will be initiated by ITD.
3. The preferred method for establishing remote access will be through client-based VPN connectivity using two-factor authentication. A single generic VPN account used by multiple Contractor employees is not allowed. County will provide:
 - a. A VPN account for each Contractor personnel requiring remote access to the WAN;
 - b. The VPN client software and the authenticator (or token) needed for authentication;
 - c. Coordination for isolation and resolution of all problems involving connectivity to County's ISP or any of the equipment managed by County that is used to build the VPN tunnel on County's side of the connection;
 - d. Filtering in the configuration of the VPN account that limits access to allow specific Contractor IP addresses to access specific County IP addresses on specific ports.
4. If an issue prevents access using the preferred method, upon approval by ITD, an alternative method may be used. The alternative method for establishing remote access is through the creation of a VPN Site-to-Site tunnel between County and Contractor. Standard Internet Protocol Security (IPSEC) specifications will be used to create the encrypted secure tunnel across the Internet. County will provide Internet connectivity on County's side of the VPN Site-to-Site tunnel. County's side of the VPN Site-to-Site tunnel will terminate on equipment managed by County. County will be responsible to provide and configure this equipment. County will include filtering in the configuration of the tunnel. The filtering will only allow specific Contractor IP addresses to access specific County IP addresses on specific ports.

C. TERMS OF USE

1. Any attempt by Contractor personnel to access unauthorized applications or sectors on the WAN will constitute a material breach of this Addendum, and County may immediately suspend or terminate Contractor personnel's

remote access to the WAN. If Contractor fails to correct the breach within a reasonable period of time, County may terminate this Addendum, and reserves the right to seek any other legal remedies in law and equity that may be available.

2. Contractor acknowledges that County may perform periodic security audits and County reserves the right to terminate Contractor's remote access to the WAN if any audit discloses non-compliance with the information security practices and policies immediately upon written notice.
3. County assumes no liability for failure to provide or delay in providing remote access to County's WAN.
4. Contractor is responsible for obtaining and paying the costs of all permits, licenses or approvals required by regulatory agencies, as applicable to Contractor's uses authorized herein.
5. Contractor will:
 - a. Use appropriate measures to ensure that the remote connection remains secure;
 - b. Not allow Contractor personnel to access the County WAN through any public wireless network;
 - c. Ensure that Contractor personnel maintain the confidentiality and integrity of passwords and not share or disclose usernames and passwords;
 - d. Require each Contractor personnel to generate and protect their password and/or passphrase. Passwords shall have a minimum of eight (8) characters and will include a minimum of two (2) each of uppercase letters, lowercase letters, numbers, and special characters;
 - e. Be solely responsible for Internet connectivity on Contractor's side of the connection;
 - f. Provide the County with name, address, phone number, and email address for each Contractor personnel that will have remote access to the WAN and ensure this information is kept current with the County;
 - g. Be responsible for the installation of the VPN client software on their devices;
 - h. Provide coordination for isolation and resolution of all problems involving connectivity to Contractor ISP and any hardware or software issues of the devices running the VPN client software or any of the equipment Contractor uses to build the VPN tunnel on Contractor's side of the connection;
 - i. Provide County with the IP addresses that Contractor intends to permit access across the VPN tunnel;
 - j. Provide and configure the necessary equipment managed by Contractor needed for the VPN tunnel creation;
 - k. Use reasonable effort to mitigate any impact due to a failure or delay by County in providing Contractor with remote access to the WAN;
 - l. Abide by all reasonable existing and future information security practices, policies and protocols established by County as communicated in advance from time to time, and as provided herein.
6. Ownership, and thereby authority over the use of data in the WAN, lies with County. Deliberate attempts to access unauthorized data will be recorded and may result in disciplinary action up to, and including, termination of access and prosecution under applicable laws.
7. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use of confidential information that is: (1) provided by County to Contractor or otherwise made available to Contractor in connection with this Addendum; or (2) acquired, obtained, or learned by Contractor as a result of access granted under this Addendum. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

D. INDEMNIFICATION

Subject to the Limitation of Liability clause in the Contract, Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its authorized officers, employees, agents and volunteers from and against any direct damages to arising out of this Addendum caused solely by Contractor's failure in connection with Contractor's remote access to the County WAN.

E. SECURITY

1. Certification

Contractor shall certify:

- a. the sufficiency of its security standards, tools, technologies and procedures in providing services under the Contract, and, if requested by County, provide a copy of its Statement on Standards for Attestation Engagements (SSAE) 18 Service Organization Control (SOC) 2 Type II audit results;
- b. its compliance with the California Information Practices Act (Civil Code Sections 1798 et seq.); and
- c. its compliance with privacy provisions of the Federal Privacy Act of 1974.

2. Safeguards

Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards at all times during the term of the Contract to secure County Data from Data Breach, protect County Data and the County System from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt and/or compromise County's access to County Data and the County System.

3. Physical

Contractor shall have a reasonable physical security environment, where the minimum requirements are:

- a. Physical access to computers, laptops, or other equipment used to access the County System is restricted.
- b. Contractor immediately notifies County when physical security has been compromised.

4. Security

- a. Contractor assumes responsibility for the security and confidentiality, integrity, and availability of County Data under its control. No County Data shall be copied, modified, destroyed or deleted by Contractor.
- b. When Contractor personnel cease to provide services under the Contract, Contractor shall ensure that County Data resident on Contractor or Contractor personnel equipment is destroyed in accordance with the National Institute of Standards of Technology (NIST) Special Publication 800-88 published by the U.S. Department of Commerce. The incorporation of the Defense of Department (DoD) standard 5220.2-M wipe method shall be used when using data destruction programs, file shredders, etc. In either case, a written confirmation of this process is required to the County CISO within three (3) days of the destroyed/disposed data.

F. DATA LOCATION

Unless otherwise stated in the Statement of Work and approved in advance by the CISO, the physical location of Contractor's personnel shall be within the CONUS. Remote access to County Data or County System from outside the CONUS is prohibited.

G. DATA BREACH

1. Notification

Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the CISO as soon as possible and in writing to the County Notices contact within fifteen (15) calendar days after Contractor reasonably believes a Data Breach has occurred. At a minimum, the notification shall include:

- a. the nature of the Data Breach;
- b. County Data accessed, used or disclosed;
- c. any evidence of County Data extricated;
- d. the identity of the person(s) who accessed, used, disclosed and/or received County Data (if known);
- e. the law enforcement agency(ies) contacted; and
- f. actions taken or will be taken to quarantine and mitigate the Data Breach; and
- g. corrective action taken or will be taken to prevent future Data Breaches.

2. Investigation

Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the CISO. If required by law, County and/or its authorized agents shall have the right to lead or participate in the investigation, in its sole discretion. Contractor shall cooperate fully with County, its agents and law enforcement.

3. Post-Breach Audit

Upon advance written request, Contractor agrees that the County or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspection, that relate to the SaaS that experienced the Data Breach. The online inspection shall allow the County, its authorized agents, or a mutually acceptable third-party to test that controls are in-place and working as intended. Tests may include, but not be limited to, the following:

- a. Operating system/network vulnerability scans,
- b. Web application vulnerability scans,

- c. Database application vulnerability scans, and
- d. Any other scans to be performed by the County or representatives on behalf of the County.

[END OF SECTION]



ATTACHMENT D
**Campaign Contribution Disclosure
(SB 1439)**

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: International Business Machines Corporation
2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

Arvind Krishna, CEO

3. Name of agent of Contractor:

Company Name	Agent(s)
N/A	N/A

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	N/A

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A	N/A	N/A

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If no, please skip Question No. 9 and sign and date this form.

Yes If yes, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

[SAMPLE]
EXHIBIT 1

WORK ORDER NO: _____

Work Order Term: _____ - _____

Project Title: _____ Personnel Name: _____

Project Description:

County Manager: _____

Worksite Address or Remote: _____

Billing Address: _____

Pursuant to Agreement No. _____ by and between the County and _____

For Professional/Technical services, Contractor hereby agrees to provide the following services:

- I. The Contractor agrees to provide Professional/Technical services through personnel on a time and materials basis at the specified hourly rate in the following classification:

Classification: _____ @\$ _____ /hr for _____ hours=\$ _____

On-call hours are not included in this calculation of total hours, but may be a requirement of this work order. Total payment under this work order shall ultimately be limited by the not-to-exceed value below.

Professional: ____ Technical: ____ Professional AND Technical services to be performed by the above classification.

- II. County will pay Contractor for all services to be rendered under the provisions of this Work Order in an amount not-to-exceed \$_____. Contractor shall invoice only for hours worked in accordance with the terms and conditions pursuant to this Work Order. Work Orders issued prior to, but not completed by the expiration of Agreement No. _____ shall be completed with all provisions of the Agreement still in force, regardless of the expiration of the Agreement terms.

SAN BERNARDINO COUNTY

►

(Print name of department authorized representative)

By _____
(Authorized signature)

Dated _____
(Print or Type)

(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature)

Name _____
(Print or type name of person signing work order)

Title _____
(Print or Type)

Dated: _____

[SAMPLE]
EXHIBIT 2

PERSONNEL ACKNOWLEDGEMENT

I understand that _____ is my sole employer for the purposes of the San Bernardino County agreement for Professional/Technical services.

I rely exclusively upon _____ for payment of salary and any and all benefits payable to me or on my behalf during the period of said agreement.

I understand and agree that I am not an employee of San Bernardino County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from San Bernardino County during the period of said agreement.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____ and San Bernardino County.

ACKNOWLEDGED AND RECEIVED:

NAME: _____
(Signature)

NAME: _____
(Print)

DATE: _____

COUNTY AGREEMENT NO: _____

