



Contract Number

24-773

SAP Number

Auditor-Controller/Treasurer/Tax Collector

Department Contract Representative	<u>Linda Mikulski</u>
Telephone Number	<u>(909) 382-3041</u>
Contractor	<u>RT Lawrence</u>
Contractor Representative	<u>John Phillips</u>
Telephone Number	<u>(626) 838-5000 / (312) 296-2796</u>
Contract Term	<u>8/20/2024 – 8/19/2025</u>
Original Contract Amount	<u>\$821,127</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$821,127</u>
Cost Center	<u>3406001000</u>
Grant Number (if applicable)	<u>N/A</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County conducted a competitive process to find a vendor to provide a solution to replace the remittance processing machines used in its Tax Collector Division, and

WHEREAS, County desires that such Products and/or Services be provided by Contractor and Contractor agrees to provide these Products and/or perform these Services as set forth below;

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

This Contract consists of these General Terms and the documents that are referenced and hereby incorporated as though fully set forth herein by a checked box below, and attachment hereto:

- Attachment A – HARDWARE PURCHASE TERMS
 - Exhibit A-1 – HARDWARE PRICES
- Attachment B – SOFTWARE LICENSE
 - Exhibit B-1 SOFTWARE QUANTITIES AND PRICE LIST
 - Exhibit B-2 STATEMENT OF WORK
- Attachment C – SOFTWARE SUPPORT AND MAINTENANCE TERMS
 - Exhibit C-1 – SERVICE LEVEL AGREEMENT
- Attachment D – CLOUD SERVICES TERMS

- Attachment E-1 – Business Associate Addendum for Cloud Services
- Attachment F – CAMPAIGN CONTRIBUTION DISCLOSURE

In the event of any inconsistency between this Contract and any forms, attachments, statements of works, or specifications which may be incorporated into this Contract, the following order of precedence shall apply: (i) this Contract; (ii) Attachments to this Contract, as indicated above; and (iii) price lists, SOWs, SLAs and other documents attached hereto or incorporated herein.

A. DEFINITIONS

Unless elsewhere defined in this Contract, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "Affiliates": collectively, municipalities, school districts, and other tax districts within County
- A.2** "County": San Bernardino County
- A.3** "Contractor": the individual or entity identified as providing the Products and/or Services
- A.4** "DRM": County's Department of Risk Management
- A.5** "Effective Date": the date of execution of the Contract
- A.6** "EFT": Electronic funds transfer.
- A.7** "P.O.": a purchase order specifying the types and quantity of Products, Services or Software ordered, the method of delivery, the delivery date required and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.8** "Products": goods in the technology and consumer electronics category
- A.9** "Services": professional consulting, which may include implementation, design, customization, maintenance, help desk or other services necessary or desired by County as specified in an SOW.
- A.10** "Software": computer programs, procedures, rules, routines, or subroutines and any associated documentation pertaining to the operation of a computer system, including software designed to fill specific needs of a user; software that controls the execution of programs, and software that provides services such as resource allocation, scheduling, input/output control, and data management; application-independent software that supports the running of application software; software designed to facilitate the operation and maintenance of a computer system and its associated programs; and computer programs or routines designed to perform some general support function required by other application software, by the operating system, or by the system users, such as formatting electronic media, making copies of files, or deleting files.
- A.11** "SOW": a statement of work or work order that identifies Services provided by Contractor, including a detailed task list or specifications, the estimated period of performance, the fixed price or hourly rate to be charged for the Services, together with any milestones, acceptance criteria and other information regarding the scope of work, as mutually agreed by the Parties.
- A.12** "RTL": RT Lawrence Corporation
- A.13** "IBML": IBML Corporation
- A.14** "IBML Fusion 8400": High-speed intelligent scanner

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

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

B.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.

B.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

B.4 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 compensation other than on a per order basis, under the terms of this Contract.

B.5 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 fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

B.6 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. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual 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, have been performed within the preceding 12-month period. 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 Contract personnel to any County facility.

B.7 Change of Address

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

B.8 Choice of Law

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

B.9 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 documents listed 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.

B.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure 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 other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

B.11 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.

B.12 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the *County's Vision for a skilled workforce and jobs that create countywide prosperity*, and its *goal to Create, Maintain and Grow Jobs and Economic Value in the County*. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

B.13 County Representative

The Auditor-Controller/Treasurer/Tax Collector 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.

B.14 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.

B.15 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.

B.16 Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, 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:

- B.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- B.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- B.16.3** 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.

The 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.

B.17 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.

B.18 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.

B.19 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.

B.20 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.

B.21 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.

B.22 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.

B.23 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.

B.24 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of 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.

B.25 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.

B.26 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".

B.27 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.

B.28 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.

B.29 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. Unless otherwise directed by County, Contractor may retain copies of such items.

B.30 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts 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 this contract with such governmental bodies as though they have been expressly identified in this contract, with the provisions that:

B.30.1 Such governmental body does not have and will not have in force any other contract for like purchases.

B.30.2 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.

B.31 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.

B.32 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, consultants, 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.

B.33 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.

B.34 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.

B.35 Representation of the County

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.

B.36 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.

B.37 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. County acknowledges that ibml is a subcontractor to RTL for this Contract. 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 Section E. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel. For any subcontractor, Contractor shall:

B.37.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

B.37.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

B.37.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. General Contract Requirements and Section E. Insurance and Indemnification.

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.

B.38 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or 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.

B.39 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, 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) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

B.40 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

B.41 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.

B.42 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 employees, Contractor, 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.

B.43 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.

B.44 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the 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.

B.45 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.

B.46 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, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

B.47 Reserved

B.48 Reserved

B.49 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

B.50 Reserved

B.51 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment F- 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 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 or Purchasing Department. 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.

C. TERM OF CONTRACT

This Contract is effective as of August 20, 2024, and expires August 19, 2025, but may be terminated earlier in accordance with provisions of this Contract.

D. FISCAL PROVISIONS

- D.1 The maximum amount of payment under this Contract shall not exceed \$821,127 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- D.2 Invoices shall be issued with a net thirty (30) day payment term with corresponding Purchase Order number stated on the invoices.
- D.3 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.
- D.4 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.
- D.5 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.
- D.6 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- D.7 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.

E. INDEMNIFICATION AND INSURANCE REQUIREMENTS

E.1 Indemnification

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

E.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions 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.

E.3 Waiver of Subrogation Rights

The 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 the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

E.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E.5 Severability of Interests

The 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 the Contractor and the County or between the County and any other insured or additional insured under the policy.

E.6 Proof of Coverage

The 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, the 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.

E.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".

E.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.

E.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, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

E.10 Insurance Review

Insurance requirements are subject to periodic review by the 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 the 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 the 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 the 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 the County.

E.11 Types and Limits

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the 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, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

E.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.

E.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the 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.

E.11.3 Reserved

E.11.4 Reserved

E.11.5 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.

E.11.6 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

E.11.7 Reserved

E.11.8 Reserved

F. RIGHT TO MONITOR AND AUDIT

F.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

F.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 this Contract or until all pending County, State and Federal audits are completed, whichever is later.

G. CORRECTION OF PERFORMANCE DEFICIENCIES

G.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

G.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

G.2.1 Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or

G.2.2 Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

G.2.3 Withhold funds pending duration of the breach; and/or

G.2.4 Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or

G.2.5 Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

H. 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
Auditor-Controller/Treasurer/Tax Collector
268 West Hospitality Lane, 1st Floor
San Bernardino, CA 92415-0465
Attn: Linda Mikulski, Chief Deputy Tax Collector
Tel (909) 382-3041
Email: Linda.Mikulski@SBCountyATC.gov

RT Lawrence Corporation
7740 Painter Avenue, Suite 100
Whitter, CA 90602
Attn: John Phillips, Director
Tel:(626) 838-5000/(312)296-2796
Email: John.Phillips@rtlawrence.com

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

I. ENTIRE AGREEMENT

This Contract, including all 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.

K. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the San Bernardino County and the 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: AUG 20 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

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

By [Signature]
Deputy



RT LAWRENCE CORPORATION

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

By ▶ Wingloon Lawrence Tong
(Authorized signature - sign in blue ink)

Name Wingloon Lawrence Tong
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: 8/1/2024

Address 7740 Painter Ave., Suite 100
Whittier, CA 90602

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ Bonnie Uphold

Bonnie Uphold, Supervising Deputy County Counsel

Date 8/8/2024

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶

[Signature]
Ensen Mason, Auditor-Controller/Treasurer/Tax Collector

Date 8/9/2024



Contract Number

SAP Number

**ATTACHMENT A
HARDWARE PURCHASE TERMS**

These Hardware Purchase Terms are attached to, form a part of, and supplement the General Terms.

A. DEFINITIONS

Capitalized terms used herein have the same meaning as ascribed in the General Terms. In addition, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "Counterfeit Items": include, but are not limited to, raw materials, parts, components or assemblies that are or contain an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified material, part, component or assembly from the OEM, or the authorized OEM reseller or distributor. Unlawful or unauthorized substitution includes used material represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. If the item is an electronic part, the term also includes unlawful or unauthorized embedded software or firmware.
- A.2** "Documentation": users' guides, manuals and other printed materials necessary or useful to County for its use and maintenance of the Software or customarily provided with the Software. Manuals and other printed materials customized for County hereunder constitute Work Product if such materials are required by the Statement of Work.
- A.3** "OEM": an original equipment manufacturer.
- A.4** "Vendor": Contractor, as defined in the General Terms, and the individual or entity that is the direct seller of the Product to the County on behalf of Contractor.

B. PRICE

Prices for Products purchased hereunder shall be as specified in Exhibit A-1, Hardware Price List.

C. DOCUMENTATION

Vendor agrees to provide Documentation and updated versions thereof to County at no charge for each Product purchased. Vendor agrees that County may reproduce a reasonable number of copies of Documentation for its own use in maintaining the Products, provided that County includes Vendor's or manufacturer's copyright notice on any such reproduced Documentation. If County requests that Vendor provide additional copies of Documentation, Vendor agrees to charge no greater prices than Vendor charges to its other customers for similar additional copies of Documentation.

D. ORDERS, DELIVERY, AND INSPECTION

D.1 Orders

County may elect to purchase Products under this Contract by issuing a P.O. If Vendor is unable to fulfill a P.O., in whole or in part, due to insufficient inventory, Vendor will notify County in writing within twenty-four (24) hours of P.O. receipt, and County may, at its sole discretion, cancel or modify the P.O. Unless Vendor gives County written notice, a P.O. is deemed accepted within two (2) business days of Vendor's receipt or upon shipment, whichever occurs first. County may, in its sole discretion, cancel, reschedule, or change the location of delivery on any P.O. without incurring any additional charges by providing written notice to Vendor at any time prior to shipment.

D.2 Shipping Terms

Unless otherwise stated in the P.O., all shipments are Free on Board destination with Vendor bearing all costs

for freight, insurance, duties, taxes and other shipping expenses to the destination specified in the P.O. and shall bear all risk of loss until County receives the Product at the specified destination. Vendor shall ship orders according to County's requested shipment dates or, if no shipment date is specified, within two (2) business days of receipt of County's P.O.

D.3 Delivery

Time is of the essence with respect to the delivery of Products. Vendor shall immediately notify County in writing of any anticipated delay in meeting the delivery schedule, stating the reasons for the delay. Products shipped after their scheduled shipment date will be shipped by Vendor on an expedited overnight basis with the surcharge for such expedited overnight delivery being at Vendor's sole expense. No shipment will be deemed complete until all Products specified on the P.O. have been delivered. In case of default by Vendor, County may procure the Product from other sources and may deduct from unpaid balances due to Vendor. The prices paid by County for such alternate product shall be considered the prevailing market prices paid at the time such purchase is made.

D.4 Order Inspection

County will notify Vendor in writing, which may be via electronic mail, of any shipment not conforming to the P.O., including delivery of the wrong product, overages, shortages or shipping damage within five (5) business days of delivery. Vendor will correct any identified nonconformities within five (5) business days of County's notice. The foregoing procedure may be repeated until County accepts the Product or cancels the order. If County determines, after a minimum of 3 evaluation cycles as provided herein, that the Product fails to meet the P.O., County may cancel the order without incurring any further liability hereunder and procure the Products elsewhere.

D.5 Right of Rejection

Receipt of an order does not constitute acceptance of all Product in that order. County shall have the right to inspect or test and reject any order, or any part thereof within thirty (30) calendar days after delivery. The quantities specified in this Contract or any P.O. are the only quantities required. If the Vendor delivers in excess of the quantities ordered, County shall not be required to make any payment for the excess Products, and may return them to Vendor at Vendor's expense or exercise any other rights available to County at law or in equity.

E. PRODUCT WARRANTIES

Vendor warrants that Products delivered under this Contract are new, only contain materials obtained directly from an OEM or a source having the express written authority of the OEM, including an authorized aftermarket manufacturer, and do not contain Counterfeit Items; substantially comply with the specifications and perform as described in the associated Documentation under normal use; are identical in all respects to samples provided as part of the bid process, if any; do not infringe or misappropriate any third party's patent, copyright, trademark, trade secret, or any other intellectual property right; and conform to all domestic legal requirements and shall not be in violation or cause County to be in violation of any applicable law, rule or regulation (including without limitation, export, environmental and hazardous substance laws, regulations, rules and directives). Vendor shall meet proper labeling requirements for Products, including without limitation, Consumer Product Safety Improvement Act, Federal Communications Commission, California Electronic Waste Recycling Act, California Restrictions on the use of Certain Hazardous Substances in Electronic Devices, and Proposition 65 certifications and warnings.

F. DISCLAIMER OF WARRANTIES

THE FOREGOING EXPRESS WRITTEN WARRANTIES BETWEEN THE PARTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT THAT IT IS ILLEGAL OR UNENFORCEABLE UNDER APPLICABLE LAW.

G. INDEMNIFICATION

These indemnification obligations and responsibilities are in addition to the General Indemnification of General Terms Section E.1.

G.1 Obligations

Vendor shall defend, indemnify and hold harmless County, its officers, employees, agents and volunteers from and against all third-party claims, costs (including, without limitation, attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret ("Intellectual Property Rights") by any Product.

G.2 Defense and Settlement

County will give Vendor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Vendor may not settle the claim or suit absent the written consent of County unless such settlement: (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the Products that are the subject of the claim. In the event that Vendor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Vendor, then Vendor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Vendor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Vendor's account at any time; and County, at its sole discretion, may settle the claim or suit. County may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability): (a) when substantial principles of government or public law are involved; (b) when litigation might create precedent affecting future County operations or liability; or (c) when involvement of County is otherwise mandated by law.

G.3 Non-Infringing Alternatives

If, in Vendor's opinion, any Products become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Vendor may, at its option: (i) procure for County the right to continue using the Products; (ii) replace or modify the Products to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is, in the reasonable judgment of Vendor, County shall cease use of the Products upon written notice from Vendor, and Vendor shall provide County with a pro-rata refund price paid by County to Vendor in connection with any such Products calculated over a 3-year baseline depreciation.

G.4 Notice of Claim

If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Vendor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Vendor of its obligations only if and to the extent such delay or failure materially prejudices Vendor's ability to defend such lawsuit or claim.

[END OF HARDWARE PURCHASE TERMS]

**EXHIBIT A-1
HARDWARE PRICE LIST**

San Bernardino County Purchasing Cost Workbook

Total Cost Summary

Proposer:	RT Lawrence Corporation
RFP Number:	ACT123-ACTT-4812
RFP Title:	NCR Remittance Processing Machines Replacement

Instructions:

- (1) The Total Cost Summary is populated from the other worksheets. The Proposer may modify or overwrite the formulas/calculations as needed.
- (2) The Total Cost Summary by Year is populated from the other worksheets. The Proposer may modify or overwrite the formulas/calculations as needed.
- (3) It is the Proposer's responsibility to ensure that the amounts in this worksheet are accurate and congruent with the amounts on the other worksheets.
- (6) The total costs should match the total costs in the Payment Structure worksheet.

Payment Terms:

- 50% of the project amount due upon order
- Remaining 50% of the project amount due upon hardware delivery
- 100% of 1st year support due NET 30 upon hardware installation

Total Cost Summary

Description	Total Costs	Total Implementation Costs	Total M&O Support Costs
Hardware	\$ 720,704.20	\$ 720,704.20	
Software	\$ 14,000.00	\$ 14,000.00	
Implementation	\$ 10,500.00	\$ 10,500.00	
Expenses	\$ -	\$ -	
M&O Support for 1st YEAR ONLY	\$ 75,922.63		\$ 75,922.63
Total Costs	\$ 821,126.83	\$ 745,204.20	\$ 75,922.63

Total Cost Summary by Year

Description	Total Costs	Year 1	Year 2	Year 3	Year 4
Hardware	\$ 720,704.20	\$ 720,704.20	\$ -	\$ -	\$ -
Software	\$ 14,000.00	\$ 14,000.00	\$ -	\$ -	\$ -
Implementation	\$ 10,500.00	\$ 10,500.00	\$ -	\$ -	\$ -
Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
M&O Support for 1st YEAR ONLY	\$ 75,922.63	\$ 75,922.63	\$ -	\$ -	\$ -
Total Costs	\$ 821,126.83	\$ 821,126.83	\$ -	\$ -	\$ -

San Bernardino County Purchasing Cost Workbook

Infrastructure

Proposer:	RT Lawrence Corporation
RFP Number:	ACT123-ACTT-4812
RFP Title:	NCR Remittance Processing Machines Replacement

Instructions:
 (1) The Proposer shall include all proposed hardware items and costs.
 (2) If the cost per unit and quantity information is not applicable to a particular hardware item, the Proposer shall only input the total cost.
 (3) If formulas/calculations are modified or overwritten, it is the Proposer's responsibility to ensure that costs are accurately reflected in this worksheet and the Total Cost Summary worksheet.

Infrastructure Costs							
Hardware Item #	Hardware Item Description	Measure (if applicable)	Cost Recurrence (One-time vs. On-going)	Total Costs	Year 1		
					Cost per Unit (if applicable)	(if applicable)	Total Year 1 Costs
ibm FUSION 8400	ibm FUSION 8400						
	ibm FUSION 8400 - Hardware						
277-00002	Power Option - 220v US		One-time	\$ -	\$ -	2	\$ -
207-00015	Fusion Speed Upgrade 83ips		One-time	\$ 115,020	\$ 57,510	2	\$ 115,020
180-00044	Computers, Embedded Application Controller, Dell 7920XL-6226R		One-time	\$ 27,700	\$ 13,850	2	\$ 27,700
207-00009	Fusion E13B MICR Reader		One-time	\$ 30,460	\$ 15,230	2	\$ 30,460
207-00014	Fusion Post Image, Single Head IJP		One-time	\$ 21,520	\$ 10,760	2	\$ 21,520
608-40311	ibm Fusion 8400 Four Frame 5 Dec 3 Std 1 Full Pkt w/Rnt		One-time	\$ 436,600	\$ 218,300	2	\$ 436,600

San Bernardino County Purchasing Cost Workbook

Infrastructure

Proposer:	RT Lawrence Corporation
RFP Number:	ACT123-ACTT-4812
RFP Title:	NCR Remittance Processing Machines Replacement

Instructions:
 (1) The Proposer shall include all proposed hardware items and costs.
 (2) If the cost per unit and quantity information is not applicable to a particular hardware item, the Proposer shall only input the total cost.
 (3) If formulas/calculations are modified or overwritten, it is the Proposer's responsibility to ensure that costs are accurately reflected in this worksheet and the Total Cost Summary worksheet.

Infrastructure Costs							
Hardware Item #	Hardware Item Description	Measure (if applicable)	Cost Recurrence (One-time vs. On-going)	Total Costs	Year 1		
					Cost per Unit (if applicable)	(if applicable)	Total Year 1 Costs
	ibm FUSION 8400 - Software						
250-00076	iCS Scan Advanced for ibm Scanner		One-time	\$ 56,440	\$ 28,220	2	\$ 56,440
250-00027	DocNetics, Recognition 1 Field Special Font, Fr Cam		One-time	\$ 8,740	\$ 4,370	2	\$ 8,740
250-00028	DocNetics, Recognition 1 Field Special Font, Rr Cam		One-time	\$ 8,740	\$ 4,370	2	\$ 8,740
250-00017	DocNetics Barcode 1D		One-time	\$ 13,840	\$ 6,920	2	\$ 13,840
250-00017-01	Scan, DocNetics 2D and PostNet Add-On		One-time	\$ 8,100	\$ 4,050	2	\$ 8,100
250-00023	DocNetics, ChecksAll, Dual Camera		One-time	\$ 18,100	\$ 9,050	2	\$ 18,100
250-00065-S	PostScan w/ Searchable PDF		One-time	\$ 17,600	\$ 8,800	2	\$ 17,600
	ibm FUSION 8400 - Professional Services						
500-00002	Project Management-Hourly		One-time	\$ 7,350	\$ 210	35	\$ 7,350
500-00064	Custom Development		One-time	\$ 11,030	\$ 11,030	1	\$ 11,030
501-00007	Scanner Hardware Installation		One-time	\$ 3,340	\$ 1,670	2	\$ 3,340
500-00006	Integration Services/Hourly		One-time	\$ 16,800	\$ 210	80	\$ 16,800
500-00005	Software Configuration - Hourly		One-time	\$ 8,400	\$ 210	40	\$ 8,400
	ibm FUSION 8400 - Other		One-time	\$ -	\$ -	-	\$ -
	RTL Courtesy Discount		One-time	\$ (89,075.80)	\$ (89,075.80)	1	\$ (89,075.80)
Total Hardware Costs				\$ 720,704.20			\$ 720,704.20



Contract Number

SAP Number

ATTACHMENT B
SOFTWARE LICENSE

This Software License is attached to, forms a part of and supplements the General Terms only with respect to Software.

A. DEFINITIONS

Capitalized terms used herein have the same meaning as in the General Terms. In addition, the following capitalized terms shall have the following meaning:

- A.1** "Documentation": Users' guides, manuals and other printed materials necessary or useful to County for its use and maintenance of the Software or customarily provided with the Software. Manuals and other printed materials customized for County hereunder constitute Work Product if such materials are required by an SOW.
- A.2** "Licensor": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.
- A.3** "Pre-Existing Materials": software and other materials developed or otherwise obtained by or for the Licensor independently of this Contract.
- A.4** Software is as broadly defined in the General Terms, and, for the purposes of this Attachment B, collectively includes both Commercial Software and Custom Software.
 - A.4.1** "Commercial Software": Software developed or regularly used that (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - A.4.2** "Custom Software": Any other Software that does not meet the definition of Commercial Software.
- A.5** "Work Product": Custom Software and all inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Licensor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Licensor's administrative communications and records relating to this Contract. Work Product does not include Pre-Existing Materials.

B. COMMERCIAL SOFTWARE

B.1 License

Licensor hereby grants to County and County accepts from Licensor, a non-exclusive, non-transferable limited right to use the Commercial Software in object code form in the quantities and at the prices indicated in Exhibit B-1. Commercial Software and Documentation shall be acquired under the licenses customarily provided by Licensor to the public attached hereto as Exhibit B-2 and hereby incorporated herein. Licensor shall not be required to furnish technical information related to Commercial Software or Documentation that is not customarily provided to the public. County shall have only the rights specified in the license under which the Commercial Software or Documentation was obtained. To the extent that Licensor's license terms provided in Exhibit B-2 conflict with the terms of this Attachment B, the terms of this Attachment B control.

B.2 Protection of Proprietary Information

County agrees to take reasonable steps to insure that Licensor's proprietary data is not disclosed to others, without prior written consent of the Licensor, subject to compliance with the California Public Records Act. County will take reasonable precautions to insure that any licensed materials contained on any media have been erased or rendered unusable prior to disposal. County shall not reverse engineer, decompile, recompile, update or modify all or any part of the Commercial Software.

B.3 Right to Copy or Modify

Any Commercial Software provided in machine-readable form may be copied, in whole or in part, in printed or machine-readable form to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn or corrupted copy, to understand the contents of such machine-readable material, or to modify the Commercial Software as permitted herein. The original, and any copies of the Commercial Software, in whole or in part, which are made hereunder shall remain the property of the Licensor.

B.4 Future Releases

If Licensor develops and makes available to other licensees improved versions (e.g., patches, bug fixes, updates or releases) of any Commercial Software, they will be made available to County under the same terms, conditions and prices as they are made available to other licensees. If the Licensor offers new versions or upgrades to the Commercial Software, they shall be offered to County at a price no greater than that offered to other licensees.

B.5 Compliance Audit

B.5.1 County will maintain accurate books and records relating to the use of the Commercial Software. Licensor shall have the right to conduct an audit of such books and records upon reasonable advance written notice during normal business hours except that Licensor:

- a. may not conduct more than one (1) such audit in any given calendar year (unless an underpayment is discovered, whereby Licensor may conduct an additional audit within the same calendar year);
- b. may only audit the books and records for the two (2) year period prior to the date of such audit; and
- c. may not audit the same records more than once except that if Licensor shall in the course of an audit discover any systemic accounting error, misclassification or other problem that would reasonably affect the conclusion Licensor was able to derive from any records previously audited, in which case Licensor shall have a one-time right to re-audit such books and records affected by such systemic accounting error, misclassification or problem.

B.5.2 The audit may be conducted by Licensor employees, agents, or representatives during County's normal business hours, for the sole purpose of determining the accuracy of the payments required to be made to Licensor pursuant to the provisions of this Agreement.

B.5.3 In the event that an audit discloses an underpayment to Licensor, County shall promptly remit payment to Licensor equal to such underpayment plus interest accrued thereon. In the event that an audit discloses an overpayment to Licensor, County may offset such overpayment from future payments to Licensor.

B.5.4 Licensor shall be solely responsible for the costs of such audit. All books and records required to be retained by County hereunder shall be retained by County for two (2) years after the expiration or termination of this Agreement or until any dispute relating to this Agreement shall have been finally determined, whichever shall be later, for possible audit by Licensor pursuant to the terms and conditions hereof.

B.5.5 County acknowledges that RTL software, RTLFIRST, and ibml software, iCS Scan Advanced are Commercial software and NOT Custom Software.

C. CUSTOM SOFTWARE

C.1 Custom Software Development

Licensors will develop and implement the Custom Software in accordance with the specifications, pricing and completion times set forth in the SOW, as attached hereto as Exhibit B-3. Licensors will ensure that Services are provided in a professional and workmanlike manner in accordance with industry standards.

C.2 Acceptance and Payment

C.2.1 Licensors will notify County in writing of completion of each project milestone, and County will have ten (10) business days after receipt of Licensors' notice to test the software component or Custom Software ("Deliverable") to ensure that it meets the acceptance criteria as set forth in the SOW. County shall provide to Licensors written notice of acceptance upon completion of successful acceptance testing.

C.2.2 If County determines that the Deliverable does not function in a manner that meets, in all material respects, the acceptance criteria defined in the SOW, County may reject the Deliverable by providing Licensors with a written list detailing each failure of the acceptance criteria.

C.2.3 Licensors will correct the any non-conformities identified in County's rejection notice and shall resubmit the Deliverable for acceptance criteria testing within ten (10) business days of County's notice. If Licensors is unable to or fails to satisfactorily correct such non-conformities, County may, in its sole discretion: (i) conditionally accept the Deliverable while reserving the right to revoke acceptance if timely correction is not forthcoming; or (ii) accept those portions of the Deliverable that meet the acceptance criteria and require Licensors to continue to work to correct the rejected portions of the Deliverable.

C.2.4 If after two (2) unsuccessful attempts, Licensors fails to satisfactorily correct the Deliverable, County may terminate this Contract without further obligation, and seek to recover amounts previously paid for such Deliverable.

C.2.5 Payment for services is due Net 60 from date that County's Chief Information Officer provides written certification of satisfactory completion of the milestone or project as set forth in the SOW.

C.3 Ownership and Use

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 with respect to Custom Software including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed with respect to Custom Software shall acknowledge the San Bernardino County as the funding agency and Licensors as the creator. No such materials, or properties produced in whole or in part with respect to Custom Software shall be subject to private use, copyright or patent right by Licensors 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.4 Pre-Existing Materials

Pre-Existing Materials do not constitute Work Product. If the Licensors creates derivative works of Pre-Existing Materials, the elements of such derivative works created with respect to Custom Software constitute Work Product, but other elements do not. Nothing in this Section will be construed to interfere with the Licensors' or its affiliates' ownership of Pre-Existing Materials.

C.5 Personnel

C.5.1 Licensors shall provide sufficient qualified personnel to perform Licensors' obligations hereunder, which personnel shall have a minimum of twelve (12) months of experience similar or related to the tasks to which they are assigned to perform. The individuals identified below are designated as key personnel ("Key Personnel"):

Licensors Services Manager: John Phillips

Licensors Services Support Manager: Bernadette Padilla

Licensors Technical Support Manager: Omar Vega

C.5.2 Key Personnel shall serve as designated contacts to assist County in all matters related to the Services. Except for changes in personnel due to resignation, termination, promotion, geographic transfers or leaves of absence, Licensor shall maintain and not re-assign the Key Personnel throughout the Term without County's approval. County shall have the right to require Licensor to replace any or all Key Personnel whom County, in its sole discretion, deems to be unsatisfactory. In the event that Customer request that Licensor replace any Key Personnel, Licensor shall promptly replace such Key Personnel with a qualified replacement.

C.6 Meetings and Reports

On a weekly basis, or more often if County requests, Key Personnel will meet in-person or via teleconference to review a detailed status report, including specific barriers to or issues affecting timely milestone completion.

C.7 Change Orders

In the event that unforeseen circumstances require changes to the development plan set forth in the SOW, County will issue a change order to Licensor. Licensor will immediately notify County, and will not begin work under the change order without County's written acceptance, if any change order will affect the price, milestone dates, Deliverables or project completion date. The Department Head shall represent the County in all matters pertaining to the services to be rendered under this Contract, including without limiting satisfactory completion of milestones, acceptance of Deliverables, and changes to the project scope. Changes that affect the project budget, result in extending the Term, or otherwise modify any term of the Contract must be approved by the San Bernardino County Board of Supervisors.

D. WARRANTY

D.1 Performance Warranty

County will accept Licensor's standard performance warranty for Software that Licensor customarily provides to all customers to the extent that the terms of the warranty do not conflict with any term of this Contract, and provided that Licensor warrants that the Software will: (i) perform in accordance with its license and accompanying documentation; (ii) be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (iii) does not infringe or violate any U.S. Intellectual Property Right.

D.2 DISCLAIMER OF WARRANTIES

THE FOREGOING EXPRESS WRITTEN WARRANTIES BETWEEN THE PARTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Where Licensor resells Commercial Software it purchased from a third party, Licensor, to the extent it is legally able to do so, will pass through any third party warranties to County and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Licensor from Licensor's warranty obligations

D.3 Remedies for Breach of Warranty

Except as may be specifically provided elsewhere in this Contract, for any breach of the warranties provided in this Section, County's remedy and Licensor's sole obligation will be limited to:

D.3.1 re-perform, repair, or replace the nonconforming Software; or

D.3.2 refund all amounts paid by County for the nonconforming Software and pay County any additional amounts necessary to equal the County's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Software of equivalent capability, function, and performance.

E. INDEMNIFICATION

These indemnification obligations and responsibilities are in addition to the General Indemnification of Section E.1 of the General Terms.

E.1 Obligations

Licensor shall defend, indemnify and hold harmless County, its officers, employees, agents and

volunteers from and against all third party claims, costs (including, without limitation, attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret ("Intellectual Property Rights") by any Software. Licensor shall have no liability under this Section if the alleged infringement is a result of: (i) modification to the Software not performed or approved by Licensor; (ii) County's use of the Software not in accordance with the Documentation; (iii) use of the Software in combination with any non-Licensor supplied third party product; or (iv) Licensor's compliance with express written instructions that County provided to Licensor, and is not attributable to Licensor's exercise of any discretion in determining how to comply with County's instructions.

E.2 Defense and Settlement

County will give Licensor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Licensor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the Software that is the subject of the claim. In the event that Licensor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Licensor, then Licensor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Licensor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Licensor's account at any time; and County, at its sole discretion, may settle the claim or suit. County may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability): (a) when substantial principles of government or public law are involved; (b) when litigation might create precedent affecting future County operations or liability; or (c) when involvement of County is otherwise mandated by law.

E.3 Non-Infringing Alternatives

If, in Licensor's opinion, any Software becomes, or is likely to become, the subject of a claim of infringement, Licensor may, at its option: (i) procure the right for County to continue using the Software; (ii) replace or modify the Software to be non-infringing, without incurring a material diminution in performance or function; or (iii) give written notification to the County to cease use of the Software, and provide County a pro-rata refund of the price paid in connection with any such Software calculated over a 3-year baseline depreciation.

E.4 Notice of Claim

If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Licensor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Licensor of its obligations only if and to the extent such delay or failure materially prejudices Licensor's ability to defend such lawsuit or claim.

F. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, OR COSTS OF RECOVERY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES. EXCEPT FOR CLAIMS ARISING PURSUANT TO INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED THE GREATER OF \$5,000,000 OR THE AMOUNT PAID BY COUNTY UNDER THE CONTRACT.

[END OF SOFTWARE LICENSE]

**EXHIBIT B-1
SOFTWARE QUANTITIES AND PRICES**

San Bernardino County Purchasing Cost Workbook

Software

Proposer:	RT Lawrence Corporation
RFP Number:	ACT123-ACTT-4812
RFP Title:	NCR Remittance Processing Machines Replacement

Instructions:

- (1) All required Software Items shall be included on this worksheet including all ancillary software that is necessary during implementation. Costs of software maintenance and operations support after implementation shall not be included here but in the M&O Support worksheet.
- (2) If applicable, all costs associated with the purchase, delivery, installation, setup, inspection, licenses and taxes of the Software components shall be included.
- (3) Costs for all proposed environments (e.g. Development, Sandbox, Test, Training, Production) shall be included.
- (4) If applicable, the Unit of Measure that is used to determine the cost for each Software Item shall be included.
- (5) If the cost per unit and quantity information is not applicable to a

Software Costs

Software Item #	Software Item	Unit of Measure (if applicable)	Cost Recurrence (One-time vs. On-going)	Total Costs	Year 1		
					Cost per Unit (if applicable)	Quantity (if applicable)	Total Year 1 Costs
1	ibm Process Module - RTL Software		One-Time	\$ 14,000	\$ 7,000	2	\$ 14,000
2	Item 2			\$ -			\$ -
3	Item 3			\$ -			\$ -
4	Item 4			\$ -			\$ -
5	Item 5			\$ -			\$ -
6	Item 6			\$ -			\$ -
Total Software Costs				\$ 14,000			\$ 14,000

**EXHIBIT B-2
STATEMENT OF WORK**

San Bernardino County Purchasing Cost Workbook

Implementation

Proposer:	RT Lawrence Corporation
RFP Number:	ACT123-ACTT-4812
RFP Title:	NCR Remittance Processing Machines Replacement

Instructions:

- (1) All costs for implementation including custom project management, development, configuration, shipping, installation, testing, and training shall be included in this worksheet.
- (2) The Proposer shall indicate the hourly rate and total hours used to determine costs. If the Proposer utilizes a different cost model, the Proposer shall provide a statement in the Cost Assumption worksheet and modify the Implementation worksheet as needed. If the Implementation worksheet is modified, it is the responsibility of the Proposer to ensure that all formulas and calculations are correct and that the implementation costs are accurately reflected in this worksheet and the Total Cost Summary worksheet.
- (3) The blended hourly rate should represent the combined rate charged for all the Proposer's staff involved with implementation in lieu of listing individual hourly rates for each of the Proposer's staff members. Hourly rates should not include travel, lodging and per-diem costs. These items should be listed on the

		Blended Rate		HW/SW Installation	
				Total	Costs
				\$	10,500
Implementation Costs		Total	Total Costs	Total	Costs
1	Software Implementation, Installation and Training (*during initial installation only)	1	\$ 10,500	1	\$ 10,500
2		-	\$ -		\$ -
3		-	\$ -		\$ -
4		-	\$ -		\$ -
5		-	\$ -		\$ -
Totals		1	10,500		\$ 10,500

PROJECT MANAGEMENT

An ibml Implementation Specialist (IS) will be assigned and will manage the project from the time the purchase order is received until the solution is accepted by the customer. A project plan will be created and published with dates that are agreed upon by the IS and customer. The first step of the project plan will be to define specific requirements necessary to produce a solution that fulfills the business workflow requirements. The IS will offer technical assistance and will make recommendations during the requirements definition phase to ensure the customer realizes the ImageTrac's full capabilities. Depending on the situation, the IS may perform an initial site visit to gather requirements in person and evaluate the current document imaging environment.

Once the requirements are thoroughly defined, a Statement of Delivery (SOD) will be drafted and presented to the customer for signatures. The SOD will outline all aspects of the software configuration as well as additional responsibilities assigned to Ibml and the customer. The IS will keep the project plan updated and will be available for weekly status calls. They will monitor the progression of the hardware from manufacturing to final QA. A Factory Acceptance Test (FAT) is optional and will be conducted in Birmingham with the customer for each scanner purchased. Ibml will perform hardware and software tests after completion of assembly in Birmingham. Ibml will also perform hardware and software tests once the scanner(s) are installed at the customer location(s) and review the jobs that were outlined in the SOD.

The hardware and software capabilities will be fully demonstrated and a worksheet outlining these capabilities will be presented to the customer for signatures. Upon completion of FAT, the IS will ensure the scanner is prepared for shipment and that the field service technician is scheduled to perform installation upon scanner arrival.

SOFTWARE CONFIGURATION

The IS will use the SOD as the foundation to configure the necessary SoftTrac Scan jobs, stored procedures, Post Scan jobs, and Data and Image Retention settings. Once all software is configured according to specification and is adequately tested, the IS can send data and images or even a complete database upon request to the customer so initial validation testing can begin by the customer. Some examples of job definitions are as follows: batch identification, transaction identification, alert definitions, batch input parameters, etc.

INTEGRATION SERVICES

Below is a sample agenda of how a typical installation is performed. This is subject to differences based upon number of scanners, complexity of jobs and any specific customer needs:

1st Week of Installation

Day 1

ImageTrac to arrive on site
Service provider to assemble ImageTrac
ibml Implementation Specialist testing of system
Customer sign-off on IBML Hardware Acknowledgement

Day 2

Customer's IT department will:

- Run scripts on database or import database
- Configure scanner and PostScan so that it can see database and image repository
- Create ODBC from ImageTrac to database
- Provide IBML with image and log paths to configure SoftTrac jobs

IBML system test of SoftTrac and PostScan
Customer sign-off on IBML Onsite Acceptance Test Worksheet (re-execution of FAT)

Day 3

Conduct operator training on scanner and daily maintenance
Review with administrators on administrator training, consumables and PostScan Testing of system with operators running scanner

Day 4

IBML and customer continue testing of system with operators running scanner Limited live production

Day 5

Final operator review
Limited live production

2nd Week of Installation-Go Live

May be consecutive week or later

Day 1

Review operator training questions
Limited live production ramp up

Day 2-4

Live production
Provide onsite support
IBML creates transition document to be handed over to IBML help desk

Day 5

Customer sign-off on IBML Final Acceptance

FIXED TRAVEL AND LIVING EXPENSES

Travel and living expenses incurred for travel to customers site such as; air flights, hotels, car rental + gas, and food. Fixed T&L expenses will be charged at \$2,500 per week based on the number of hours of Integration Services (i.e. 80hrs of Integration Svc = 2-week onsite travel).

IMAGETRAC OPERATOR TRAINING

This training is conducted on-site on the customers ImageTrac by the IS. The IS can train up to 4 operators at a time and will use a "train the trainer" approach. Operators will be trained on how to run the ImageTrac and use SoftTrac Scan to scan documents and the associated tasks and functions. They will also learn the daily maintenance procedures for care of the ImageTrac.

SOFTTRAC JOB DEVELOPMENT TRAINING

This course is targeted for either an IT professional or a high-level business owner who will create and/or maintain working jobs on the ImageTrac. This training is geared toward analytical thinkers who understand your organization's business rules and are not intimidated by sophisticated computer functions.

Once your SoftTrac Administrator has completed this course, he or she will be able to accomplish all of the following:

- Understand and set the many parameters that drive the system
- Analyze documents for scanning and apply the correct SoftTrac parameters
- Build business rules into the setup for your jobs
- Adjust the hardware for better paper handling



Contract Number

SAP Number

ATTACHMENT C
SOFTWARE SUPPORT AND MAINTENANCE TERMS

These Software Support and Maintenance Terms are attached to, form a part of, and supplement the General Terms only with respect to Software Support and Maintenance services.

A. DEFINITIONS

Capitalized terms used herein have the same meaning as ascribed in the General Terms. In addition, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "Documentation": Users' guides, manuals and other printed materials necessary or useful to County for its use and maintenance of the Software or customarily provided with the Software. Manuals and other printed materials customized for County hereunder constitute Work Product if such materials are required by an SOW.
- A.2** "SLA": Service Level Agreement which is attached hereto as Exhibit C-1 and hereby incorporated herein.
- A.3** "Service Provider": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.

B. SUPPORT SERVICES

B.1 Installation

Service Provider will provide eight (8) hours of installation support and services at no cost. If County requests installations services in excess of eight (8) hours, Service Provider and County will negotiate an SLA to include pricing for additional installation services.

B.2 Training

Service Provider will provide training for up to two (2) County employees designed to allow such employees to operate, administer and maintain the Software. County employees sent to training will possess a sufficient level of competence and skill to allow the employee to effectively participate in such training.

B.3 Telephone or Chat

Service Provider will provide 24/7 telephone and/or real-time chat support for Software as reasonably required to assist County IT personnel to troubleshoot and correct Software performance to materially conform with Documentation. Service Provider may use personnel, resources, and third party contractors in locations worldwide to provide this level of support.

B.4 Updates

Service Provider will provide updates to Software, such as bug fixes and security patches that are generally made to its government and/or commercial licensees at no additional cost to County. Updates do not include any options, upgrades or future products which Service Provider charges for as a separate product or where Service Provider gives County a written end-of-life notice.

B.4.1 Service Provider is not obligated to ensure that new software versions of its products are backwards compatible with older hardware platforms or software versions.

B.4.2 County may elect to defer or decline installation of updates or to install updates in a test environment before applying them in its production systems. Service Provider shall not install or

attempt to install any update on any County system without County's prior written consent.

B.5 Remote Access by Service Provider

If remote access is needed to assist Customer with troubleshooting and correction, Service Provider will have view-only capability and will not take control of the remote access session. In such case, Service Provider will guide the County personnel through the support process. Service Provider may not use personnel, resources, or third party contractors located outside of the continental United States to provide this level of support unless approved by County in writing prior to contact.

B.6 Limitations

Service Provider will not be obligated to provide support under the following conditions:

- B.6.1** Software has been modified or altered other than by Service Provider or in accordance with Service Provider's instructions;
- B.6.2** Software has not been installed, operated, repaired, or maintained in accordance with Documentation; or
- B.6.3** Trouble is related to configuration of County's network.

C. MAINTENANCE SUPPORT

C.1 Service Levels

County may order maintenance support at an additional cost as set forth in the SLA under Service Provider's standard software support terms available at the time that services are ordered. Notwithstanding the foregoing, maintenance support will, at a minimum, include:

- C.1.1** Defect correction information or bypass;
- C.1.2** Periodic releases of code corrections, bug fixes, functional enhancements and new versions and releases of Software and Documentation; and
- C.1.3** Reasonable remote assistance to correct Software defects.

C.2 Upgrades

If Service Provider upgrades Software, provided that County has an active SLA, County may upgrade all licensed instances of the Software at a rate no higher than the highest rate charged to other government customers or at a 5% discount from its commercially available cost, whichever price is lower.

D. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, OR COSTS OF RECOVERY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES. EXCEPT FOR CLAIMS ARISING PURSUANT TO INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED THE GREATER OF \$5,000,000 OR THE AMOUNT PAID BY COUNTY UNDER THE CONTRACT.

[END OF SOFTWARE SUPPORT AND MAINTENANCE TERMS]

**EXHIBIT C-1
SERVICE LEVEL AGREEMENT**

Proposer:	RT Lawrence Corporation
RFP Number:	ACT123-ACTT-4812
RFP Title:	NCR Remittance Processing Machines Replacement

Instructions:

- (1) Costs for Maintenance and Operations (M&O) Support should include all customer service and governance, software and hardware support after implementation.
- (2) All tasks associated with the services provided should be included in the total cost.
- (3) If applicable, include the Unit of Measure, Hourly Rate, Cost per Unit, Hours and/or Quantity if it impacts costs. If that information is not applicable to a particular M&O Support item, the Proposer shall only input the total cost by year.
- (4) In the Description field, the Proposer should include a brief explanation of the type of cost and how it was derived. The Proposer may modify or replace the items currently listed in the Description field.
- (5) If formulas/calculations are modified or overwritten, it is the Proposer's responsibility to ensure that costs are accurately reflected in this worksheet and the Total Cost Summary worksheet.

M&O Support	Description	Unit of Measure (if applicable)	Total Costs	Year 1			Year 2			
				Rate	Number of months	Total Year 1 Costs	Annual Rate	Number of Years	Total Year 2 Costs	
RTLFIRST Software Annual Maintenance	2	\$	2,100.00	175.00	12	\$	2,100.00			
SYSTEM 1 SUPPORT										
Hardware Support	1	\$	23,673.76	3,945.63	6	\$	23,673.76			
Preventative Maintenance	1	\$	7,200.00	1,200.00	6	\$	7,200.00			\$
ibmI Software Support	1	\$	13,156.00	1,096.33	12	\$	13,156.00			\$
SYSTEM 2 SUPPORT										
Hardware Support	1	\$	11,836.88	3,945.63	3	\$	11,836.88			
Preventative Maintenance	1	\$	4,800.00	1,200.00	4	\$	4,800.00			
ibmI Software Support	1	\$	13,156.00	1,096.33	12	\$	13,156.00			
Total M&O Support		\$	75,922.63			\$	75,922.63			\$

IBML's Typical increase schedule:

Initial Year + warranty period (90 days), please see quoted amount. Year 2 - NO increase. Years 3 to 5 - increase is 5%. For the two scanners, ibmI agreed to reduce the annual maintenance to \$73,822.63, shown above. Over 5 years, this will save SBC-ATC well over \$100,000. In addition, and ibmI is giving 5 months of FREE PMs on the second scanner; this will maintain both scanners at "operational readiness."

For the warranty period, it will have to stay at 90 days, but ibmI will fully and COMPLETELY stand behind their equipment. Maintenance and support charges shall not be increased for a period of twelve (12) months after the commencement of the initial Equipment Maintenance and Support Term. ibmI reserves the right at the end of the first twelve (12) months or any time thereafter, and upon ninety (90) days prior written notice, to increase maintenance and support charges in accordance with its standard pricing policies.

RTL increase schedule:

Note that the existing RTLFIRST remittance processing software is not included in the solution quoted and will be billed by RTL separately per schedule. RTL's typical increase is no more than the lesser of the increase in the cost of living or three percent (3%) for the RTLFIRST software product only.

PLEASE NOTE: The quoted Support on both hardware and software is for the 1st Year only succeeding support on hardware will be billed by ibmI directly and RTL related software will be billed by RTL.

Part Number	Description	Qty	List Price	Year 1 Support
	System 1 Support			
	Hardware Support for 6 Months	1	\$23,673.75	
	Preventative Maintenance for 6 Months	1	\$7,200.00	
	ibml Software Support for 12 Months	1	\$13,156.00	
	Sub-total		\$44,029.75	
	System 2 Support			
	Hardware Support for 3 Months	1	\$11,836.88	
	Preventative Maintenance for 4 Months	1	\$4,800.00	
	ibml Software Support for 12 Months	1	\$13,156.00	

Sub-total						\$29,792.88
2 ibml System Support Total						\$73,822.63
ibml Fusion 8400 with 4 Pockets						
277-00002	Power Option - 220v US	2		\$0.00		
207-00015	Fusion Speed Upgrade 83ips	2		\$115,020.00		
180-00044	Computers, Embedded Application Controller, Dell 7920XL-6226R	2		\$27,700.00		
207-00009	Fusion E13B MICR Reader	2		\$30,460.00		
207-00014	Fusion Post Image, Single Head IJP	2		\$21,520.00		
608-40311	ibml FUSiON 8400 Four Frame 5 Dec 3 Std 1 Full Pkt w/Rnt	2		\$436,600.00		
250-00076	iCS Scan Advanced for ibml Scanner	2		\$56,440.00		
250-00027	DocNetics, Recognition 1 Field Special Font, Fr Cam	2		\$8,740.00		
250-00028	DocNetics, Recognition 1 Field Special Font, Rr Cam	2		\$8,740.00		
250-00017	DocNetics Barcode 1D	2		\$13,840.00		
250-00017-01	Scan, DocNetics 2D and PostNet Add-On	2		\$8,100.00		
250-00023	DocNetics, ChecksAll, Dual Camera	2		\$18,100.00		
250-00065-S	PostScan w/Searchable PDF	2		\$17,600.00		
500-00002	Project Management- Hourly	35		\$7,350.00		
500-00064	Custom Development	1		\$11,030.00		
501-00007	Scanner Hardware Installation	2		\$3,340.00		
500-00006	Integration Services/Hourly	80		\$16,800.00		
500-00005	Software Configuration- Hourly	40		\$8,400.00		
Sub-total				\$809,780.00		
	RTL Courtesy Discount			-\$89,075.80		
2 ibml Hardware Total				\$720,704.20		

Pricing Part Number	Description	Qty	List Price	Year 1 Support
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RTL Software, Support, and Services	2		
RTLFIRST Software - Process Module			\$14,000.00
Software Implementation, Installation, and Testing			\$10,500.00
RTL Total			\$24,500.00
Travel, Living, and Freight Charges		TBD TBD	
Unless otherwise specified, Travel and Living will be billed as incurred Shipping, handling, insurance and taxes to be invoiced at time of shipment based on ship to address and weight/volume.			
TOTAL IMPLEMENTATION COSTS		\$745,204.20	\$75,922.63

PAYMENT TERMS

50% of the project amount due upon Contract Signing
 due upon hardware Delivery

\$372,602.10 + tax Remaining 50% of the project amount
 \$372,602.10 + tax

100% of 1st Year Support on both hardware and software due NET 30 upon hardware Installation

\$75,922.63 + tax

SALES TAXES

Applicable sales taxes, duties, and tariffs are extra and may not be included in the Total Fees due under this proposal but will be payable by Buyer.

ibml ANNUAL MAINTENANCE

IBML WARRANTY IBML POLICY ON WARRANTY PRICING

IBML's TYPICAL INCREASE SCHEDULE

PROPOSAL NOTES

For the two scanners, IBML agreed to reduce the annual maintenance to \$73,822.63 which is only SLIGHTLY higher than SBC-ATC's request. Over 5 years, this will save you well over \$100,000. In addition, we are giving you 5 months of FREE Preventative Maintenance on the second scanner; this will maintain both scanners at "operational readiness".

For the warranty period, it will have to stay at 90 days, but ibml will fully and COMPLETELY stand behind

their equipment. Please see ibml policy on warranty pricing below.

Maintenance and support charges shall not be increased for a period of twelve (12) months after the commencement of the initial Equipment Maintenance and Support Term. ibml reserves the right at the end of the first twelve (12) months or any time thereafter, and upon ninety (90) days prior written notice, to increase maintenance and support charges in accordance with its standard pricing policies.

- Initial Year + warranty period (90 days) - quoted amount
- Year 2 - No Increase
- Year 3 - Increase 5%
- Year 4 - Increase 5%
- Year 5 - Increase 5%

RTL SOFTWARE

Annual Support on existing RTLFIRST remittance processing software is not included in the solution quoted and will be billed separately per schedule.

RTL's typical increase is no more than the lesser of the increase in the cost of living or three percent (3%)

for the RTLFIRST software product only.



ATTACHMENT F 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: RT Lawrence Corporation
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:
N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. 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

8. Name of any known individuals/companies who are not listed in Questions 1-7, 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	N/A

9. 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 within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. 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. 1-8 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.