



county of ventura

**Paul S.
Grossgold**
Director

GENERAL SERVICES AGENCY

Procurement Services
Hall of Administration
800 South Victoria Avenue
Ventura, CA 93009-1080
Phone (805) 654-3750
Fax (805) 654-3754

March 15, 2012

To Whom This May Concern

Dear Sir/Madam:

The County of Ventura requests your proposal for the provision of an IBM Mainframe Disk-to-Disk Backup Solution, RFP #5637, for the Information Technology Services Department per the attached requirements/specifications.

Proposals will be received by the Ventura County Purchasing Agent until **3:00 p.m., (PST), March 30, 2012** at Ventura County Procurement, Government Center, Hall of Administration, 800 S. Victoria Ave., Ventura, CA 93009-1080.

Offeror shall submit one (1) copy of proposal response in an electronic format, in a Word doc. and PDF format.

Proposals must be valid for a minimum of 90 days.

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

Award, if made, will be to the Contractor offering the most advantageous proposal after considerations of all evaluation criteria as follows: Vendor experience and stability (including references), ability to meets requirements, and reasonableness of cost. Criteria are not listed in any order of preference.

The County understands that due to rapid changes in technology, there may be advances not addressed by this proposal. We will consider systems that meet the intent of the RFP as presented in attachment A. but that may be outside the technical specifications, and encourage such submissions.

The County shall not be obligated to accept the lowest priced proposal. An award, if made, will be in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder.

SELECTED CONTRACTOR INTERVIEWS: During the evaluation process, County staff may request any, or all, competing firms to make an oral presentation. Such presentations will provide firms with an opportunity to answer any questions staff may have on their proposal. Not all responding firms may be asked to make such an oral presentation.

PUBLIC RECORD: The County is a public agency as defined by state law and as such, it is subject to the California Public Records Law. Under that law, all of the County's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person who requests it. Your firm is advised that once the County receives a proposal, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. Please indicate any information that is proprietary in nature and that you would not want released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information contained in your proposal.

SELECTION PROCESS:

Proposals will be evaluated based on firm/personnel qualifications, capability, time-line, and cost. The County reserves the right, without prejudice, to reject any or all proposals.

PROPOSAL CONTENT: Proposals should contain the following information (in this order):

- a) **Executive Summary** - This section shall serve to provide the County with key elements and unique features of the proposal including total cost breakdown. The summary should include a work plan of how the project will be accomplished as well as a schedule of major milestones.
- b) **Experience** - Proposals should include a brief resume of all similar projects your firm has performed in the past three (3) year both in the public and private sector. Please include a project contact name and phone number for County review purposes.
- c) **Staff Qualifications and Availability** - Proposals are to include information specifically on those persons actually performing work on the project including staff hourly rate and percentage of involvement for each person. Such information should include educational background, experience and professional resumes, as appropriate.

- d) Requirements – Vendor should submit proposal that addresses the various Requirements In Attachment A).
- e) Contract Compliance - Successful Contractor will be required to enter into a written contract. Offerors shall review the County's standard contract – Exhibit (II), which shall form the **basis** for any contract entered into hereunder.

Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. Deviations considered excessive by the County may reduce or eliminate an Offeror.

- f) Pricing- The proposal should contain all pricing information relative to solution as described in this request for proposal. The total maximum price is to be inclusive of all direct and indirect costs, including all incidental expenses.

The County of Ventura requests **line item pricing** on proposed solution. If vendor is unable to provide specific items or functionality as stated in Attachment A, such vendor should state the section number(s) and item(s) that they are able to comply with and provide any comments etc. Line Item detail of proposed solution as defined in the requirements should include the following:

- a) Hardware
- b) Software
- c) Installation
- d) Annual support hardware
- e) Annual support software

Please include associated hardware, software, licensing, implementation and 3-year 24x7x365 support costs that would be needed for each of the stated functions above.

Service components (i.e design, project management, installation, etc.) should be itemized by personnel, projected hours and duration of assignment or task.

Do not include tax, however Offerors must identify those items to which sales tax applies. Hardware/equipment pricing should be on an F.O.B. Destination basis.

In addition, provide your company's detailed pricing in Excel Spreadsheet with .xls extension in Excel 2000 or above

SUBMITTAL DEADLINE: Proposals shall be on standard, letter-sized, recycled-content paper, double-sided where possible. Three copies of the proposal should be submitted

via hand delivery, U.S. Mail delivery or express delivery by 3:00p.m. on March 30, 2012.
Proposals must be sealed.

Please mark the outside of your submittal with the following:

County of Ventura
RFP#5637-IBM Mainframe Disk-to-Disk Backup Solution
GSA/Procurement Services
800 S. Victoria Avenue
Ventura, Ca 93009-1080

CALENDAR

RFP ISSUED: March 15, 2012
PROPOSALS DUE: March 30, 2012
RFP EVALUATIONS: April 6, 2012
RFP AWARD: April 19, 2012

If further information is needed, contact me at the above address or by telephone at (805) 654-3798 or by email at ernie.griego@ventura.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ernie Griego', with a stylized flourish at the end.

ERNIE GRIEGO
Principal Buyer

ATTACHMENT A
RFP#5637
IBM MAINFRAME DISK-TO-DISK BACKUP SOLUTION

BACKGROUND

The County of Ventura currently uses a 3480 model tape-based backup solution, which is over 20 years old, for its IBM Mainframe environment. Over 100 tapes are currently sent off-site nightly for disaster recovery purposes. Tape cataloging and handling is labor intensive.

The Information Technology Services Department is evaluating options to create virtual tape images, for disaster recovery as well as mainframe jobs requiring tape images. Any tape images being duplicated off-site for disaster recovery must be encrypted.

SCOPE OF WORK/OBJECTIVES:

The County is seeking a solution that eliminates physical tapes for use by the IBM Mainframe environment. A disk-based backup solution, including requisite software and off-site duplication for disaster recovery purposes would be optimal. Solutions must provide for FICON and/or ESCON connectivity to the mainframe. Data should be encrypted 'at rest', and must be encrypted during off-site duplication/replication. The solution must work with the IBM z/VSE Operating System, and tape management packages common in the z/VSE environment, such as Dynam/T from Computer Associates. Data from existing backup tapes will be migrated to the disk-based media.

The solution must contain, at a minimum, one local and one remote unit with matching configurations, and the capability for replication between the units. Each unit should include two FICON/ESCON Channel Adapters, each connecting through a control unit to provide for fail over, and storage for a maximum of 9 TB of data (currently compressed with the 3480 IDRC hardware compression).

General Requirements

Hardware

- Device for IT Services Data Center
 - **Up to 9TB** of compressed storage
- Device for off-site storage
 - **Up to 9TB** of compressed storage
- Architecture must be fully redundant with no single points of failure
- Each device must have dual controllers with at least one FICON/ESCON port per controller providing for concurrent access from multiple systems, and fail-over in the event of a Controller or FICON/ESCON failure
- Capability to perform "non-disruptive" firmware and storage upgrades

ATTACHMENT A
RFP#5637
IBM MAINFRAME DISK-TO-DISK BACKUP SOLUTION

1.0 *Functionality*

- Must provide for virtual tape emulation.
- Data must be encrypted when 'at rest' and 'in-transit' to off-site disaster recovery location(s)
- Remote management of both on-site and off-site storage units
- Ability to schedule backup of data, and automatic replication of backed up data between on-site and off-site storage units
- Capability to remotely restore encrypted data from off-site recovery location
- Integrates with current tape management system, (i.e. Dynam/T from Computer Associates)

2.0 *Operating System and Infrastructure Support*

- IBM z9 Business Class Server 2096
- Must support the following operating systems
 - z/VSE 4.3.1, 5.1
- Two (2) FICON or ESCON Channel Adapters
- Up to 9 TB of compressed data

ATTACHMENT A
RFP#5637
IBM MAINFRAME DISK-TO-DISK BACKUP SOLUTION

3.0 *Support*

- Must provide 3-year 24x7x365 hardware support with same day response (either by onsite spare kit consisting of spare drives and courier replacement) and/or same day onsite vendor response
- Must provide 3-year 24x7x365 software support
- Must provide 3-year 24x7x365 telephone support
- Must be able to respond within 4 hours of incident (onsite or phone)

4.0 *Implementation*

- Installation of all hardware is to be performed by vendor
- Vendor must provide onsite mentoring and knowledge transfer to administrators during installation

5.0 *Project Acceptance*

Complete project acceptance shall be defined as follows:

- Complete installation of proposed solution, including on-site and remote off-site locations
- Validation of connectivity of each component
- Two complete sets of user and administrator documentation
- Knowledge transfer to support staff consisting of:
 - Operational procedures/tasks
 - Hardware maintenance
 - Management software
 - Component failure scenarios

For the above requirements address each item and provide any supporting documentation with a full detailed explanation for the following:

- 1. Hardware Requirements (IE. Provide technical Specifications, Warranty etc)**
- 2. Software**
- 3. Functionality**
- 4. Operating System and Infrastructure support**
- 5. Hardware & Software support**
- 6. Implementation**
- 7. Project Acceptance**

EXHIBIT II
SAMPLE COUNTY OF VENTURA CONTRACT

This is a contract between the County of Ventura, hereinafter referred to as County, and *
, hereinafter referred to as Contractor. The parties hereto agree as follows:

1. SCOPE OF WORK

Contractor will provide and install all system components (EXHIBIT A) including all necessary installation material to provide a turnkey system that meets all terms, conditions, and specifications hereunder.

2. COMPENSATION

Payment shall be made on presentation of three copies of an invoice to the Ventura County Treasurer Tax Collector for goods supplied and accepted by County's contract administrator according to the costs attached hereto as Exhibit A and according to the terms hereunder.

3. PERFORMANCE PERIOD

The Contractor shall install the computer system and software listed in Exhibit A ready for use on or before the Installation Date specified in Exhibit A.

4. SITE PREPARATION

- a. If the system to be installed requires special environmental considerations, Contractor shall provide site preparation specifications for system listed in Exhibit A within a reasonable time upon request by the County, unless such specifications have been included in the Contractor's proposal. These specifications shall be in such detail as to ensure that the system, if installed according to these specifications, shall operate efficiently, from an environmental point of view and properly from a functional point of view.
- b. The County may prepare a site plan showing the location of each item of system listed in Exhibit A and detailing the associated electrical power and environmental control facilities. If requested, the Contractor will review and comment on the adequacy of the County's plan, and shall be permitted free access to the site for this purpose.
Alternatively, the Contractor may prepare the site plan, and will be permitted free access to the site for this purpose.
- c. The County will cause the site to be prepared in accordance with the Contractor's written minimum site and environmental specifications, unless the Contractor has agreed to be responsible for such site preparation, on or before the Facility Readiness Date specified in Exhibit A.
- d. Any subsequent alterations or modifications to the site which are directly attributable to incomplete or erroneous specifications provided by the Contractor and which involve additional expense shall be made at the expense of the Contractor, to the

EXHIBIT II
SAMPLE COUNTY OF VENTURA CONTRACT

extent that such costs would not have been incurred had the complete and/or correct specifications been initially provided.

5. INSTALLATION AND DELIVERY DATES

- a. The Contractor shall install system listed in Exhibit A ready for use on or before the Installation Date specified in Exhibit A. Time is of the essence in this contract.
- b. The County shall provide the Contractor access to the site for the purpose of installing the system prior to the Installation Date. The Contractor shall specify in writing to the County the time required to install the equipment.
- c. The Contractor shall determine that the system is ready for use, and operates in conformance with the manufacturer's published specifications. The Contractor shall then certify in writing that the system is installed and ready to be turned over to the operational control of the County. The Contractor shall also provide to the County appropriate documentation to support the above certification, at which time the County will accept control of the system for the purpose of validating its installation and performance.
- d. Notwithstanding certification by the Contractor that the system has been installed and is ready for use, the system shall not be deemed installed within the terms of this contract until such installation is confirmed by the County through performance of tests mutually agreed to by both parties as being adequate for this purpose.

If the test is successfully completed, the system shall be deemed installed and ready for use as of the date of the Contractor's certification. The County shall immediately begin acceptance testing of the system in accordance with the provisions of Paragraph 7, and shall notify the Contractor in writing, within five working days, that the County concurs that the system was installed.

If the Contractor fails to successfully complete the test, the County shall be notified immediately of the failure, with written confirmation to be provided in not more than five (5) working days. Control of the system shall immediately be given to the Contractor. The system shall not be deemed to be installed until the Contractor re-certifies such installation and the above described test is successfully completed.

6. ACCEPTANCE TESTING

Acceptance testing is intended to ensure that the system provided hereunder operate in substantial accord with Contractor's technical specifications, is adequate to perform as warranted by Contractor, and evidences a satisfactory level of performance reliability, prior to its acceptance by the County. The following test and/or verification procedure will be required prior to final acceptance of the equipment.

- a. Verification Step One

EXHIBIT II
SAMPLE COUNTY OF VENTURA CONTRACT

All system components will be signed for by authorized County personnel. Such acknowledgement of receipt will be given when system is received without evidence of mishandling. Step One will provide proof of delivery of all contract deliverable items.

b. Verification Step Two

When each deliverable item is installed, it will be checked for completeness and when stand alone operation is practical, such an operational test will be made. Authorized representatives of Ventura County will sign off this test step. Non-system items such as documentation, training materials, etc., will be acknowledged as received.

c. Verification Step Three

Upon completion of installation, vendor will conduct a demonstration of the total system operation. This demonstration will be observed and successful compliance with the contract provisions will be acknowledged by authorized representatives of the County.

d. If the system does not meet the standards of performance discussed in Paragraph 6a within ninety (90) days after the start of the acceptance testing, the County shall have the option to request a replacement system, extend the performance period or terminate the order (or portions thereof) and seek relief as provided in Paragraph 24, "Rights and Remedies of County for Default". The County's option shall remain in effect until such time as the system meets the performance criteria, or 180 consecutive days after the start of the acceptance testing, whichever occurs first.

e. System shall not be accepted by the County and no charges associated with such system shall be paid by the County until the system has satisfactorily completed the acceptance tests.

f. Immediately upon successful completion of the acceptance tests, the County shall notify the Contractor in writing of acceptance of the system and authorize payment as listed in Exhibit A attached hereto.

7. TRAINING

The Contractor agrees to provide informal, "hands-on" instruction to mutually agreed upon County personnel in the operation of the equipment, at no additional charge to the County, at mutually agreeable times prior to, or subsequent to, system installation, for purposes of familiarization with all system operation.

8. DOCUMENTATION

The Contractor agrees to provide to the County, at no additional charge, a reasonable number of all non-proprietary manuals and other printed materials, and up-dated versions thereof, which are necessary or useful to the County in its use of the system to be supplied hereunder.

EXHIBITII
SAMPLE COUNTY OF VENTURA CONTRACT

9. WARRANTY

Notwithstanding the manufacturer's system warranties as applicable, the Contractor shall warrant that all system supplied hereunder shall function in accordance with its published specifications for 1 (ONE) YEAR from date the County accepts the equipment. During such warranty period, all hardware/software repairs or deficiencies noted by the County shall be reported to the Contractor for resolve without any charge whatsoever to the County and within a reasonable period of time.

10. PATENT AND COPYRIGHT PROTECTION

The Contractor, at its own expense, shall defend any action brought against the County to the extent that such action is based upon a claim that the system supplied by the Contractor, or the operation of such system pursuant to a current version of Contractor-supplied operating software, infringes a United States patent or copyright.

The Contractor shall pay those costs and damages finally awarded against the County in any such action. Such defense and payment shall be conditioned on the following:

- a. That the Contractor shall be notified within a reasonable time, in writing, by the County of any notice of such claim; and,
- b. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

Should the system, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright, the County shall permit the Contractor at its option and expense either to procure for the County the right to continue using the system, or to replace or modify the same so that they become non-infringing.

If, in the sole opinion of the County, the return of such infringing system makes the retention of other items of system acquired from the Contractor under this contract impractical, the County shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such system and refund any sums the County has paid Contractor less any reasonable amount for use or damage. Such indemnity by the Contractor as to use of such system shall not apply to any infringement arising out of the use or in combination with other items where such infringement would not have occurred in the normal use for which the system was developed.

11. DATE COMPLIANCE

Contractor shall warrant and represent that its hardware, software, firmware products delivered or services provided under this contract shall be able to accurately process date data (including, but not limited to calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, including leap year calculations. Also, the

EXHIBIT II
SAMPLE COUNTY OF VENTURA CONTRACT

supplier represents and warrants that all date calculations will be recognized and accommodated and will not in any way, result in hardware, software or firmware failure.

The County of Ventura, at its sole option, may require the Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein. Contractor shall remedy any breach of this warranty. Remedies available to the County under this warranty shall include repair or replacement or any component or deliverable product within sixty (60) calendar days after non-compliance is discovered and made known to Contractor in writing. The obligations contained herein apply to products provided by the supplier, its sub-contractor or any third party involved in the creation of the products to be delivered to the County under this contract. Failure to comply with any of the obligations contained herein, may result in the County availing itself of all its rights under the law and under this contract including, but not limited to, its right pertaining to termination or default.

The warranties contained herein are separate and discrete from any other warranties specified in this contract, and are not subject to any disclaimer or warranty or limitation of the supplier's liability which may be specified in this contract, its appendices, its schedules, its annexes or any document incorporated in this contract by reference.

Date compliance problems shall not be considered an act of God.

12. TITLE TO EQUIPMENT

Title to the EQUIPMENT (IF ORDERED HEREUNDER) shall remain in the Contractor until such time as the full purchase price and applicable taxes are paid to the Contractor.

13. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

14. HOLD HARMLESS

The Contractor will indemnify, defend and hold harmless the County of Ventura from all liability for any loss, damage, or injury to persons or property arising from or related to the performance of this agreement, including without limitation all

EXHIBIT II
SAMPLE COUNTY OF VENTURA CONTRACT

consequential damages, whether or not resulting from the negligence of the County of Ventura or its agents and employees.

15. INSURANCE PROVISIONS.

- A. CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
1. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
 2. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 3. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
- B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E. Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G. CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:

EXHIBITII
SAMPLE COUNTY OF VENTURA CONTRACT

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.
3. 60 Days Notice Cancellation Clause endorsement

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

16. TAXES

The County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The County will only pay for any State or local sales or use taxes on the services rendered or equipment, parts supplied to the County pursuant to this contract.

17. INDEPENDENT CONTRACTOR

This contract is for the professional services of Contractor and is non-assignable by Contractor without prior consent by County in writing. In performing these professional services, Contractor is an independent Contractor and is not acting as an agent or employee of the County.

18. CONTRACT MONITORING

The County shall have the right to review the work being performed by the Contractor under this contract at any time during County's usual working hours. Review, checking, approval or other action by the County shall not relieve Contractor of Contractor's responsibility for the accuracy and completeness of the work performed under this contract. This contract shall be administered by the County's contract administrator * or their authorized representative.

19. EQUAL OPPORTUNITY

Contractor will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, gender or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

20. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

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21. TERMINATION

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. Prior to the expiration of this contract, this contract may be terminated for the convenience of both parties by mutual consent.

The County may terminate this contract under the provisions of paragraph 24, "Rights and Remedies of County for Default".

22. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this contract.

23. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests to be kept as confidential shall not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

Contractor shall insure that such confidential information shall be kept confidential by her employees and/or independent subcontractors.

24. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

- a. In the event any equipment, software, or service furnished by the Contractor in the performance of this contract should fail to conform to the specifications therefore, the County may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected equipment, software, or service with others conforming to such specifications; provided that should the Contractor fail, neglect or refuse to do so the County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such equipment, software, or service and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in this contract and the actual cost thereof to the County.

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- b. In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software, or service, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except as otherwise provided in Paragraph 13, "Force Majeure".
- c. In the event of the cancellation of this contract either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- d. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

25. NOTICES

All notices required under this agreement shall be made in writing and addressed or delivered as follows:

TO COUNTY-

COUNTY OF VENTURA
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93009-1080

and

COUNTY OF VENTURA
INFORMATION TECHNOLOGY SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93009

TO CONTRACTOR-

Either party may, by written notice to the other, change its own mailing address.

26. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

27. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

28. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

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SAMPLE COUNTY OF VENTURA CONTRACT

29. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

30. MISCELLANEOUS

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

- 1) This Agreement;
- 2) County of Ventura RFP # 5637
- 3) Contractor's proposal dated _____.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF VENTURA

*

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date