

A G R E E M E N T

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2 THIS AGREEMENT is made and entered into this 13th day of September, 2016 (the
3 "Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the
4 State of California, hereinafter referred to as "COUNTY", and Eracent, Inc., whose corporate
5 address is at 8133 Easton Road, Ottsville, PA 18942, hereinafter referred to as
6 "CONTRACTOR".

R E C I T A L S

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9 **WHEREAS**, COUNTY requested proposals from qualified vendors to provide a Software Asset
10 Management (SAM) System to facilitate monitoring and tracking of various software installed on
11 County personal computers and servers, as set forth in the COUNTY's Request for Proposal
12 (RFP) No 208-5407 dated 12/15/2015; and

13 **WHEREAS**, CONTRACTOR represented, via its Response to COUNTY's RFP No 208-5407,
14 dated 02/04/2016, that the license, installation, training, data conversion, and software
15 maintenance of its Information Technology Management Center (ITMC) Suite: Discovery,
16 Lifecycle, and Continuous Licenses Reconciliation, along with professional services from
17 CONTRACTOR would meet the stated needs of the COUNTY; and

18 **WHEREAS**, COUNTY desires to purchase from CONTRACTOR rights to use the software
19 license and continuous maintenance and support for ITMC.

20 **NOW, THEREFORE**, for and in consideration of the promises herein, and for other good and
21 valuable consideration, the parties agree as follows:

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23 **W I T N E S S E T H**

24 **I. DOCUMENTS CONSTITUTING AGREEMENT**

25 This Agreement includes COUNTY's RFP No 208-5407, and CONTRACTOR's Response to
26 RFP No 208-5407, both of which are attached hereto respectively as Attachments A and B,
27 and incorporated herein by reference.

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1 **II. DEFINITIONS**

2 The following terms used throughout this Agreement shall be defined as follows:

3 Acceptance Test:

4 The process of testing a specific function or functions to determine if the operation or
5 operations are as stated in this Agreement.

6 Change Control Process:

7 Process used by the Information Services Division of COUNTY's Internal Services
8 Department (ISD) to inform staff of new or updated production use systems.

9 COUNTY System Hardware:

10 The central processing units owned or leased by COUNTY which are described in this
11 Agreement on which COUNTY is licensed to use the System Software, any back-up
12 equipment for such central processing units, and any peripheral hardware such as
13 terminals, printers, and Personal Computers as described in this Agreement.

14 COUNTY System Software:

15 The operating system and database software installed on the COUNTY System
16 Hardware.

17 Final System Acceptance:

18 When it is determined by COUNTY that all necessary deliverables have been delivered,
19 the data has been converted, the base ITMC software has been successfully installed and
20 tested, and the ITMC performs all functions in accordance with its specifications.

21 First Production Use:

22 Date of first use of the System in a production environment.

23 License:

24 The meaning assigned to the term "License" as defined in Section III-A of this Agreement
25 and the rights and obligations which it creates under the laws of the United States of
26 America and the State of California including without limitation, copyright and intellectual
27 property law.

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1 Monies:

2 The terms "Monies", "Charges", "Price", and "Fees" will be considered to be equivalent.

3 Public Records:

4 Public Records includes any writing containing information relating to the conduct of the
5 public's business that is prepared, owned, used, or retained by any state or local agency,
6 regardless of physical form or characteristics.

7 Supplier:

8 The terms "Supplier", "Vendor", and "Eracent" all refer to CONTRACTOR and are
9 considered to be equivalent throughout this Agreement.

10 System:

11 The System Software and System Documentation, collectively. Reference to the
12 "System" shall include any component thereof. All modifications and enhancements to
13 the System shall be deemed to be part of the System as defined herein and shall be
14 subject to all terms and conditions set forth herein.

15 System Documentation:

16 The documentation relating to the System Software, and all manuals, reports, brochures,
17 sample runs, specifications and other materials comprising such documentation provided
18 by CONTRACTOR in connection with the System Software pursuant to this Agreement.

19 System Operation:

20 The general operation of COUNTY's hardware and all software including, but not limited
21 to, system restarts, configuration and operation of system peripherals (such as printers,
22 modems, and terminals), installation of new software releases, and other related
23 activities.

24 System Installation:

25 All software has been delivered, has been physically loaded on a Computer, and
26 COUNTY has successfully executed program sessions.

27 System Software:

28 ITMC, that certain computer software described in this Agreement provided by

1 CONTRACTOR, and all interfaces, coding, tapes, disks, modules and similar materials
2 comprising such software or on which it is stored. System Software does not include
3 operating system software, or any other Third-Party Software.

4 True-Up:

5 The process to determine the maximum number of qualified equipment (e.g., desktop
6 PCs, servers, tablets, etc.) in service at any time in the previous twelve (12) month
7 period.

8 User:

9 The terms "User," "Customer," "Client," and "Licensee" all refer to COUNTY and shall be
10 equivalent throughout this Agreement.

11 **III. OBLIGATIONS OF THE CONTRACTOR**

12 A) SOFTWARE LICENSE

13 1) GRANT OF LICENSE

14 CONTRACTOR grants to COUNTY and COUNTY accepts a non-exclusive,
15 non-transferable, perpetual license to use ITMC, subject to the terms and
16 conditions set forth in this Agreement.

17 2) SCOPE OF LICENSE

18 The license granted herein shall consist solely of the non-exclusive, non-
19 transferable right of COUNTY to operate the System Software in support of various
20 COUNTY departments, including COUNTY's ISD.

21 3) OWNERSHIP

22 The parties acknowledge and agree that, as between CONTRACTOR and
23 COUNTY, title and full ownership of all rights in and to the System Software,
24 System Documentation, and all other materials provided to COUNTY by
25 CONTRACTOR under the terms of this Agreement shall remain with
26 CONTRACTOR. COUNTY will take reasonable steps to protect trade secrets of the
27 System Software and System Documentation. Ownership of all copies is retained
28 by CONTRACTOR. COUNTY may not disclose or make available to third parties

1 the System Software or System Documentation or any portion thereof.
2 CONTRACTOR shall own all right, title and interest in and to all corrections,
3 modifications, enhancements, programs, and work product conceived, created or
4 developed, alone or with COUNTY or others, as a result of or related to the
5 performance of this Agreement, including all proprietary rights therein and based
6 thereon. Except and to the extent expressly provided herein, CONTRACTOR does
7 not grant to COUNTY any right or license, express or implied, in or to the System
8 Software and System Documentation or any of the foregoing. The parties
9 acknowledge and agree that, as between CONTRACTOR and COUNTY, full
10 ownership of all rights in and to all COUNTY data, whether in magnetic or paper
11 form, including without limitation printed output from the System, are the exclusive
12 property of COUNTY.

13 4) POSSESSION, USE AND UPDATE OF SOFTWARE

14 COUNTY agrees that only COUNTY will use the System Software for its
15 own internal purposes. CONTRACTOR may, at reasonable times, inspect
16 COUNTY's premises and equipment to verify that all of the terms and conditions of
17 this license are being observed. CONTRACTOR may create, from time to time,
18 updated versions of the System Software and System Documentation and
19 CONTRACTOR shall make such System Updates available to COUNTY. All
20 System Updates shall be licensed under the terms of this Agreement. COUNTY
21 agrees to follow the prescribed instructions for updating System Software and
22 System Documentation provided to COUNTY by CONTRACTOR. COUNTY must
23 authorize all System Updates in writing.

24 5) TRANSFER OF SOFTWARE

25 COUNTY shall not rent, lease, license, distribute, sell, transfer, or assign
26 this license, the System Software, or the System Documentation, or any of the
27 information contained therein other than COUNTY data, to any other person or
28 entity, whether on a permanent or temporary basis, and any attempt to do so will

1 constitute a breach of this Agreement. No right or license is granted under this
2 Agreement for the use or other utilization of the licensed programs, directly or
3 indirectly, for the benefit of any other person or entity, except as provided in this
4 Agreement.

5 6) POSSESSION AND USE OF SOURCE CODE

6 Source code and other material that results from custom programming by
7 CONTRACTOR released to COUNTY under this license shall be deemed
8 CONTRACTOR software subject to all of the terms and conditions of the software
9 license set forth in this Agreement. The scope of COUNTY's permitted use of the
10 custom source code under this license shall be limited to maintenance and support
11 of the System Software. For purposes of this Section, the term "maintenance and
12 support" means correction of System Software errors and preparation of System
13 Software modifications and enhancements. If COUNTY creates computer code in
14 the process of enhancing the System Software, that specific new code shall be
15 owned by COUNTY and may be used by COUNTY's employees, officers, or agents
16 for COUNTY's own internal business operations. However, if COUNTY's
17 enhancement results in the creation of a derivative work from the System Software,
18 the copyright to such derivative work shall be owned by CONTRACTOR and
19 COUNTY's rights to use such derivative work shall be limited to those granted with
20 respect to the System Software in this Agreement.

21 7) RESTRICTIONS ON USE:

22 COUNTY shall not (i) license, sublicense, sell, resell, transfer, assign,
23 distribute or otherwise commercially exploit or make available to any third party the
24 System Software or the System Documentation in any way; (ii) modify or make
25 derivative works based upon the System Software or the System Documentation;
26 (iii) create Internet "links" to the System Software or "frame" or "mirror" any System
27 Documentation on any other server or wireless or Internet-based device; (iv) send
28 spam or otherwise duplicative or unsolicited messages in violation of applicable

1 law; (v) send or store infringing, obscene, threatening, libelous, or otherwise
2 unlawful or tortious material, including material harmful to children or violative of
3 third party privacy rights; (iv) send or store material containing software viruses,
4 worms, Trojan horses or other harmful computer code, files, scripts, agents or
5 programs; (vii) interfere with or disrupt the integrity or performance of the System
6 Software or the data contained therein, including but not limited to COUNTY Data;
7 (viii) attempt to gain unauthorized access to the System Software or its related
8 systems or networks; (ix) reverse engineer or access the System Software in order
9 to (a) build a competitive product or service, (b) build a product using similar ideas,
10 features, functions or graphics of the System Software, or (c) copy any ideas,
11 features, functions or graphics of the System Software.

12 8) INTELLECTUAL PROPERTY, TRADEMARK AND COPYRIGHT

13 CONTRACTOR retains ownership of the System Software, any portions
14 or copies thereof, and all rights therein. CONTRACTOR reserves all rights not
15 expressly granted to COUNTY. This License does not grant COUNTY any rights in
16 connection with any trademarks or service marks of CONTRACTOR, its suppliers
17 or licensors. All right, title, interest and copyrights in and to the System Software
18 and the accompanying System Software Documentation and any copies of the
19 System Software are owned by CONTRACTOR, its suppliers or licensors. All title
20 and intellectual property rights in and to the content which may be accessed
21 through use of the System Software are the property of the respective content
22 owner and may be protected by applicable copyright or other intellectual property
23 laws and treaties. This License grants COUNTY no rights to use such content.

24 B) SERVICES TO BE PROVIDED BY CONTRACTOR TO COUNTY

25 1) SYSTEM INSTALLATION

26 CONTRACTOR shall supply and install ITMC in accordance with this
27 Agreement. Such software installation shall include hardware/network review and
28 recommendations, consultation, software installation and remote technical support.

1 2) TRAINING

2 CONTRACTOR will conduct "train-the-trainer" training of COUNTY staff at a
3 COUNTY-designated location and at a time approved in writing by COUNTY.

4 3) DOCUMENTATION

5 CONTRACTOR shall provide to COUNTY ITMC System Documentation,
6 which shall consist of electronic media files. The electronic media files must be
7 printable using PC software normally available at COUNTY. CONTRACTOR shall
8 provide new System Documentation corresponding to all new Software Upgrades.
9 COUNTY may print additional copies of all documentation. All System
10 Documentation is to be used by COUNTY only for the purposes identified within
11 this Agreement.

12 C) SYSTEM MAINTENANCE AND SUPPORT BY CONTRACTOR

13 System maintenance and support includes System Updates as they are released by
14 CONTRACTOR, including updates as required as a result of regulatory changes. The first
15 day of production use will be identified by COUNTY and communicated to
16 CONTRACTOR. CONTRACTOR will support day-to-day operation of the System as
17 follows:

18 1) SUPPORT HOURS/SCOPE:

19 Provide unlimited technical assistance by phone during normal coverage
20 hours (7:30 a.m. to 5:00 p.m. Pacific Standard Time (PST), Monday through
21 Friday, except CONTRACTOR and COUNTY holidays), toll-free telephone
22 assistance to keep the System in, or restored to, normal operating condition. The
23 object of this support will be to answer specific questions related to the System
24 Software and the application thereof. Support provided under this Agreement
25 does not include training of new personnel (after initial staff is trained), operation
26 of hardware, or solving other hardware/software problems unrelated to the
27 System Software.

28 2) SUPPORT RESPONSE:

1 During the term of this Agreement, CONTRACTOR will (a) correct any error
2 or malfunctions in the System as supplied by CONTRACTOR which prevents it
3 from operating in conformance with the specifications set forth in this Agreement
4 or (b) provide a commercially reasonable alternative that will conform to the
5 specifications set forth in this Agreement.

6 If analysis by CONTRACTOR indicates a reported problem is caused by a
7 reproducible error or malfunction in the then-current release of the System
8 Software as supplied and maintained by CONTRACTOR that significantly impacts
9 effective use of the System by COUNTY, CONTRACTOR will, if the System is
10 inoperable, as reported by COUNTY, provide continuous effort to correct the error
11 or to resolve the problem by providing a circumvention.

12 In such cases, CONTRACTOR will provide COUNTY with corrective
13 information, such as corrective documentation and/or program code.
14 CONTRACTOR will endeavor to respond to COUNTY's service request no later
15 than four (4) business hours from the time a call has been received by
16 CONTRACTOR. In the event that a person with the necessary expertise is not
17 available when the call is received, CONTRACTOR will endeavor to respond to
18 the service request no later than within one (1) business day.

19 3) REMOTE VIRTUAL PRIVATE NETWORK (VPN) OR EQUIVALENT
20 DIAGNOSTICS

21 CONTRACTOR shall provide remote VPN diagnostics or equivalent
22 diagnostics support, which includes:

- 23 a. Diagnostic or corrective actions necessary to restore proper ITMC
24 operation;
- 25 b. Diagnostic actions which attempt to identify the cause of System
26 problem;
- 27 c. Correction of data file problem; and
- 28 d. ITMC modifications

1 CONTRACTOR product specialists will provide diagnostics on ITMC via
2 VPN or an equivalent COUNTY provided method. COUNTY will provide any
3 required hardware and equipment necessary at COUNTY for CONTRACTOR
4 VPN or equivalent support.

5 4) ERROR CORRECTION PROCESS:

6 If during the term of this Agreement COUNTY determines that software
7 error(s) exist, COUNTY will first follow the error procedures specified in the
8 System Documentation. If following the error procedures does not correct the
9 software error, COUNTY shall immediately notify CONTRACTOR, setting forth
10 the defects noted with specificity. Upon notification of a reported software error,
11 CONTRACTOR shall provide a solution as soon as practicable. If CONTRACTOR
12 determines that a solution shall require more than five (5) days to resolve,
13 CONTRACTOR shall notify COUNTY immediately with a time estimate for
14 completion. Upon completion of the solution, COUNTY shall retest the System
15 Software and report any other software errors.

16 5) TECHNICAL INFORMATION

17 CONTRACTOR will provide technical information to COUNTY from time to
18 time. Such information may cover areas such as ITMC usage, third party software,
19 and other matters considered relevant to COUNTY by CONTRACTOR. Technical
20 information will be provided at the discretion of CONTRACTOR, but will not be
21 unreasonably withheld.

22 D) ADDITIONAL SYSTEM MAINTENANCE SERVICES BY CONTRACTOR

23 CONTRACTOR may provide additional maintenance services (“Additional
24 Maintenance and Support Services” or “Additional Maintenance Services”) at an additional
25 charge. Charges will be as identified in Section VII-F of this Agreement; or, if not included
26 in this Agreement, charges will be at current prices in effect at the time goods or services
27 are provided. Any Additional Maintenance and Support Services requested by COUNTY
28 and determined by CONTRACTOR to be billable by CONTRACTOR must be identified as

1 a chargeable service prior to the service being performed and must be approved in writing
2 in advance by COUNTY's Contract Administrator. Additional Maintenance Services
3 include, but are not limited to, the following:

4 1) ADDITIONAL TRAINING

5 A specific amount of training is specified in this agreement. Additional
6 training at a County facility is available upon request by COUNTY at an additional
7 charge under the terms of this Agreement. Requests for additional training must be
8 requested in writing in advance by COUNTY's Contract Administrator. Charges will
9 be at rates identified in Section VII-H.

10 2) DATA AND SYSTEM CORRECTIONS

11 Data and System Corrections include any corrective actions accomplished
12 by CONTRACTOR on-site or via VPN which are necessary due to COUNTY errors
13 or unauthorized source code or data access by COUNTY. Unauthorized access to
14 the data is defined as any COUNTY editing of data through other than normal
15 system usage as defined in System Documentation. Unauthorized access to source
16 code is defined as any COUNTY access whatsoever to system source code.
17 Services provided by CONTRACTOR are not billable when they result from errors
18 caused by ITMC or instruction provided by CONTRACTOR.

19 3) CUSTOMER SITE VISITS

20 CONTRACTOR site visits within the scope of the project services to
21 COUNTY sites, as may be requested in writing by COUNTY, are available at no
22 additional costs for reasons such as, but not limited to, (1) additional system
23 training on hardware or software usage; (2) resolution of system difficulties not
24 resulting from actions by, or otherwise the responsibility of CONTRACTOR (as
25 determined by mutual agreement between CONTRACTOR and COUNTY); (3)
26 installation of Software Releases; and (4) assistance in equipment maintenance,
27 movement or diagnosis. CONTRACTOR site visits outside of the scope of project
28 services will be reviewed by the CONTRACTOR and must be requested in writing

1 in advance by COUNTY's Contract Administrator and may incur additional costs at
2 rates identified in Section VII-H.

3 4) CUSTOM PROGRAMMING

4 Requests for supplemental programming or customization of system
5 features not covered under this Agreement are available to COUNTY. Such
6 requests will be reviewed by CONTRACTOR and must be requested in writing in
7 advance by the COUNTY's Contract Administrator. Charges will be at rates
8 identified in Section VII-H.

9 E) CONTRACTOR PROJECT COORDINATOR

10 Upon execution of this Agreement, CONTRACTOR shall appoint a Project Coordinator
11 who will act as the primary contact person to interface with COUNTY for implementation,
12 maintenance and support of ITMC.

13 F) SYSTEM UPDATES AND NEW PRODUCTS

14 1) SYSTEM UPDATES

15 From time to time CONTRACTOR will develop and provide System
16 Updates to COUNTY for the COUNTY'S licensed CONTRACTOR software.
17 System Updates shall be subject to the terms and conditions of this Agreement and
18 shall be deemed licensed System Software hereunder and will be made available
19 to COUNTY at no additional charge to COUNTY. System Updates will be made
20 available to COUNTY at the discretion of CONTRACTOR but will not be
21 unreasonably withheld.

22 2) NEW PRODUCTS

23 CONTRACTOR may from time to time release new software with
24 capabilities substantially different from or greater than the System Software ("New
25 Products") and which therefore do not constitute System Updates. These New
26 Products will be made available to COUNTY at a cost not to exceed
27 CONTRACTOR's then standard rates for customers similarly situated.

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1 G) OPERATING SYSTEM UPDATES

2 The System Software must run on a client operating system that is consistently and
3 currently supported by the operating system vendor and any required third-party software
4 within 30 days of release. The System Software is expected to always be current in
5 regards to the required client O/S. No outdated or unsupported client O/S will be
6 implemented on the production network. The County will apply patches to both the client
7 O/S and security subsystems on COUNTY PCs as releases are available from O/S
8 vendors.

9 In order to support a secure environment, the System Software must run on the latest
10 supported release of any required third-party software, such as JAVA, Flash,
11 etc. COUNTY will notify CONTRACTOR when a critical security patch is released for
12 such products. In such event, CONTRACTOR will have 30 days to ensure the System
13 Software can perform in the updated environment.

14 CONTRACTOR is expected to keep its software current in order to operate in this
15 environment. These patches include critical O/S updates and security patches.

16 H) ANTI-VIRUS MANAGEMENT

17 COUNTY will actively run anti-virus management, where appropriate, on all application
18 servers and PCs. The application is expected to perform adequately while anti-virus
19 management is active.

20 I) ADHERE TO CHANGE CONTROL PROCESS

21 CONTRACTOR must adhere to COUNTY's Change Control Process, which shall be
22 provided to CONTRACTOR in writing. COUNTY employs a procedure to implement
23 updates, upgrades, and version releases to a system that is in production use. This forum
24 allows ISD to inform staff (Help Desk, Network, Server, Database, Security, and Analysts)
25 of upcoming changes to a production system. CONTRACTOR must inform ISD a
26 minimum of 1 week prior to any planned, non-emergency changes so that the Change
27 Control Process may be followed.

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1 J) OTHER

2 Unless otherwise specified, for third-party software, CONTRACTOR shall provide
3 standard documentation in electronic form (via the Internet or File Transfer Protocol
4 (FTP).

5 K) CLIENT INSTALL

6 Should the ITMC require installation of software on a Client PC, the ITMC will not be
7 installed under a specific User Profile. It must install and be available to all users on the all
8 users' desktop. The ITMC can require an administrator to install the ITMC, but the ITMC
9 must not require administrative rights in order to operate the ITMC.

10 **IV. OBLIGATIONS OF THE COUNTY**

11 A) COUNTY CONTRACT ADMINISTRATOR

12 COUNTY appoints its Director of Internal Services/Chief Information Officer or his
13 designee, as COUNTY's Contract Administrator with full authority to deal with
14 CONTRACTOR in all matters concerning this Agreement.

15 B) SAFEGUARDING SYSTEM SOFTWARE

16 COUNTY will follow its present practices to safeguard System Software delivered to
17 COUNTY by CONTRACTOR. A copy of COUNTY'S "Information Technology (IT)
18 Standards and Preferences" will be made available upon request.

19 C) BACKUP AND RECOVERY MANAGEMENT

- 20 1) COUNTY utilizes a backup and recovery system written and maintained by
21 Commvault Systems. This application requires a backup agent to run on the
22 server.
- 23 2) COUNTY will provide the CONTRACTOR with an account with appropriate
24 administrative rights to administer the application. The account password is
25 expected to periodically expire.
- 26 3) In order for the application to run on COUNTY supported servers, the
27 application must not require the users to have administrative rights on the
28 servers.

1 4) COUNTY, at all times, during and after the performance of the installation of the
2 System Software, is responsible for maintaining adequate data backups to
3 protect against loss of data.

4 D) ACCEPTANCE TESTING

5 COUNTY shall approve Final System Acceptance when ITMC has been successfully
6 tested and satisfactorily performs all functions necessary pursuant to this Agreement, and
7 all deliverables identified in this Agreement as required for acceptance have been
8 received and confirmed by COUNTY.

9 E) ACCEPTANCE TESTING PROCESS

10 Following delivery and installation, CONTRACTOR shall submit to COUNTY a
11 mutually agreeable test plan that relates each specific requirement to a specific
12 functionality test. The test plan must state acceptance and evaluation criteria in an
13 expressed testable form in order to determine that the solution meets each requirement
14 provided in the System Documentation. Once test plan is accepted, CONTRACTOR shall
15 test ITMC along with COUNTY personnel documenting each functionality test. Acceptance
16 Testing will be deemed complete at such time that all requirements have passed the
17 functionality testing to COUNTY's satisfaction.

18 F) FACILITIES AND PREPARATION

19 COUNTY will at its own expense provide all necessary labor and materials for site
20 preparation, electrical services, and cabling required for System Installation. COUNTY
21 shall receive the System Software and follow instructions provided by CONTRACTOR to
22 load it on COUNTY's System Hardware to prepare the System for processing.

23 G) SYSTEM HARDWARE AND SYSTEM SOFTWARE

24 COUNTY will at its own expense provide and properly maintain and update on an on-
25 going basis all necessary COUNTY System Software and County System Hardware
26 required to operate ITMC. Said COUNTY System Software and County System Hardware
27 shall meet or exceed CONTRACTOR's recommendations.

28 As part of COUNTY's responsibility for computer infrastructure, COUNTY is

1 responsible for ensuring that data is secure and protected at all times. CONTRACTOR is
2 not responsible for and cannot be held liable for inadvertent data disclosure or theft by
3 COUNTY employees from COUNTY facilities.

4 H) COUNTY PROJECT MANAGER

5 Upon execution of this Agreement, COUNTY's Contract Administrator shall designate
6 one individual from ISD who will function as Project Manager with responsibility for day-to-
7 day management of the project for implementation of ITMC. The Project Manager and
8 COUNTY personnel shall have the necessary and appropriate training and experience to
9 implement the terms of this Agreement. COUNTY acknowledges CONTRACTOR'S
10 reliance on same.

11 I) OTHER COUNTY OBLIGATIONS

12 1) Technical assistance from COUNTY's ISD staff will be provided during the
13 performance of the installation of the System Software. In particular, COUNTY will
14 provide:

15 a) Network connectivity and troubleshooting assistance.

16 b) Ability to monitor network traffic and isolate bottlenecks.

17 c) Technical assistance concerning the integration with existing COUNTY
18 systems (if applicable).

19 d) Expertise to handle issues with PCs, printers, and cabling before, during,
20 and after rollout.

21 **V. TERM**

22 The term of this Agreement shall be for a period of three (3) years, commencing on the
23 Effective Date, through and including the last day of the three-year period. This Agreement may
24 be extended for two (2) additional consecutive twelve (12) month periods upon written approval of
25 both parties no later than thirty (30) days prior to the first day of the next twelve (12) month
26 extension period. The Director of Internal Services/Chief Information Officer or his/her designee,
27 is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's
28 satisfactory performance.

1 **VI. TERMINATION**

2 A) NON-ALLOCATION OF FUNDS

3 The terms of this Agreement, and the services to be provided thereunder, are
4 contingent on the approval of funds by the appropriating government agency. Should
5 sufficient funds not be allocated, the services provided may be modified, or this
6 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance
7 written notice.

8 B) BREACH OF CONTRACT

9 The COUNTY may immediately suspend or terminate this Agreement in whole or in part,
10 where in the determination of the COUNTY there is:

- 11 1) An illegal or improper use of funds;
- 12 2) A failure to comply with any term of this Agreement;
- 13 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 14 4) Improperly performed service.

15 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
16 breach of this Agreement or any default which may then exist on the part of the
17 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to
18 the COUNTY with respect to the breach or default. The COUNTY shall have the right to
19 demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to
20 the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
21 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall
22 promptly refund any such funds upon demand.

23 CONTRACTOR may, upon thirty (30) days prior written notice to COUNTY, terminate
24 this Agreement if COUNTY fails to comply with any material term or condition of this
25 Agreement unless COUNTY cures such failure within such thirty (30) day period, or other
26 such timeframe as may be mutually agreed upon in writing by the parties.

27 C) WITHOUT CAUSE

28 Under circumstances other than those set forth above, this Agreement may be

1 terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
2 intention to terminate to CONTRACTOR.

3 **VII. COMPENSATION/INVOICING**

4 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
5 compensation as follows:

6 A) ONE-TIME FEES FOR INSTALLATION, TRAINING, AND PROJECT MANAGEMENT

7	1. ITMC Suite Discovery, Lifecycle, & CLR Software License (9,000 devices @ \$6.00 per device)	\$ 54,000.00
8	2. Software Installation ITMC Discovery	\$ 10,000.00
9	3. Software Installation ITMC Lifecycle	\$ 15,000.00
10	4. Software Installation CLR Base	\$ 5,000.00
11	5. Project Management	\$ 7,000.00
12	6. Training (4 days @ \$1,000.00 per day)	\$ 4,000.00
13	Total One-time fees	\$ 95,000.00

13 B) PAYMENT SCHEDULE FOR ONE-TIME FEES

- 14 1. 10% upon all parties signing this Agreement.
- 15 2. 25% upon System Installation of Licenses.
- 16 3. 25% upon completion of training.
- 17 4. 40% upon COUNTY's First Production Use.

17 C) NOT TO EXCEED AMOUNT FOR ONE-TIME FEES

18 It is understood and agreed that the dollar figures listed hereinabove for one-time fees
19 include applicable taxes which may be subject to change during the period for scheduled
20 payments. In no event shall services performed under this Agreement exceed \$95,000.00
21 for one-time fees.

22 D) ANNUAL MAINTENANCE

23 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
24 \$9,720.00 in First Year Maintenance Fees for ITMC Suite Discovery, Lifecycle, and CLR
25 Software due within forty-five (45) days from First Production Use for the 9,000 devices
26 covered by this Agreement.

27 Subsequent annual maintenance fees will be due within forty-five (45) days from the
28 annual anniversary of the First Production Use date. In year two, the base annual

1 maintenance cost shall not exceed \$10,012.00. In year three, the base annual
2 maintenance cost shall not exceed \$10,312.00. In no event shall total base maintenance
3 costs for years one, two, and three for this Agreement be in excess of \$30,044.00.

4 Should this Agreement be renewed, the base annual maintenance cost for year four
5 shall not exceed \$10,621.00, and the base annual maintenance cost for year five shall
6 not exceed \$10,940.00.

7 E) ADDITIONAL MAINTENANCE FEES

8 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive yearly
9 additional maintenance fees of \$1.20 per each qualified device over the base 9,000
10 devices covered by this Agreement. Total additional maintenance fees shall be prorated
11 as determined by the Annual True-Up (as defined below).

12 F) ADDITIONAL LICENSING FEES

13 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive yearly
14 additional license fees of \$6.00 per each qualified device over the base 9,000 devices
15 covered by this Agreement. Total additional maintenance fees shall be pro-rated as
16 determined by the Annual True-Up (as defined below).

17 G) ANNUAL TRUE-UP

18 Sixty (60) days prior to the annual maintenance anniversary, COUNTY will generate
19 the standard True-Up reports contained within the System Software. COUNTY must
20 submit True-Up reports to CONTRACTOR via email.

21 H) ADDITIONAL SERVICE FEES:

22 Additional service fees shall only be paid to CONTRACTOR if any such services
23 described hereinbelow are performed by CONTRACTOR upon COUNTY's written
24 request.

- | | | |
|----|---|-------------|
| 25 | 1. On-site System Consulting or Training daily rate | \$ 1,000.00 |
| 26 | 2. Remote Billable Service hourly rate | \$ 125.00 |
| | 3. Custom Programming hourly rate | \$ 125.00 |

27 ///

28 ///

1 I) NOT TO EXCEED AMOUNT FOR ADDITIONAL FEES

2 In no event shall additional maintenance, licensing, and service fees exceed a
3 combined amount of \$30,000.00 for each one-year period of this Agreement.

4 J) TOTAL CONTRACT AMOUNT

5 In no event shall services performed under this Agreement be in excess of
6 \$297,000.00 during the entire possible five (5) year term of this Agreement. It is
7 understood that all expenses incidental to CONTRACTOR's performance of services
8 under this Agreement shall be borne by CONTRACTOR

9 K) INVOICING

10 CONTRACTOR shall submit invoices (which must reference the provided contract
11 number), either electronically or via mail to the County of Fresno ISD, Accounts Payable,
12 2048 N. Fine Avenue, Fresno, CA 93727 or Accounts Payable,
13 ISDBusinessOffice@co.fresno.ca.us. COUNTY will pay CONTRACTOR within forty-five
14 (45) days of receipt of an approved invoice, by mail addressed to CONTRACTOR's
15 remittance address: 75 Remittance Drive, Box 6529, Chicago, IL 60675-6529.

16 **VIII. INDEPENDENT CONTRACTOR:**

17 In performance of the work, duties and obligations assumed by CONTRACTOR under
18 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and
19 all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and
20 performing as an independent contractor, and shall act in an independent capacity and not as
21 an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
22 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or
23 method by which CONTRACTOR shall perform its work and function. However, COUNTY shall
24 retain the right to administer this Agreement so as to verify that CONTRACTOR is performing
25 its obligations in accordance with the terms and conditions thereof.

26 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
27 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
28 subject thereof.

1 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
2 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR
3 shall be solely liable and responsible for providing to, or on behalf of, its employees all
4 legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
5 save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees,
6 including compliance with Social Security withholding and all other regulations governing such
7 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
8 providing services to others unrelated to the COUNTY or to this Agreement.

9 **IX. CONFIDENTIALITY**

10 A Party receiving Information (defined below) of the other will not disclose such
11 Information other than to persons in its organization who have a need to know and who will be
12 required to comply with this Section. The Party receiving Information will not use such
13 Information for a purpose inconsistent with the terms of this Agreement. "Information" means
14 the Software, Documentation and all information and intellectual property related thereto
15 (including, but not limited to all databases provided to COUNTY by CONTRACTOR whether
16 created by CONTRACTOR or its third party licensors such as, without limitation, the mapping
17 product databases) as well as information related to the business of CONTRACTOR or
18 COUNTY. Information will not include: (i) information publicly known prior to disclosure; (ii)
19 information coming into the lawful possession of the recipient without any confidentiality
20 obligation; and (iii) information required to be disclosed pursuant to regulatory action or court
21 order, provided adequate prior written notice of any request to disclose is given to the Party
22 whose information is to be disclosed. Each Party will exercise at least the same degree of care
23 to safeguard the confidentiality of the other's Information as it does to safeguard its own
24 proprietary confidential information, but not less than a reasonable degree of care.

25 **X. MODIFICATION**

26 Any matters of this Agreement may be modified from time to time by the written consent
27 of all the parties without, in any way, affecting the remainder.

28 ///

1 **XI. NON-ASSIGNMENT**

2 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or
3 duties under this Agreement without the prior written consent of the other party.

4 **XII. HOLD HARMLESS**

5 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
6 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses,
7 damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the
8 performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under
9 this Agreement, and from any and all costs and expenses including attorney's fees and court
10 costs, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
11 corporation who may be injured or damaged by the performance, or failure to perform, of
12 CONTRACTOR, its officers, agents, or employees under this Agreement.

13 **XIII. INSURANCE**

14 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
15 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
16 following insurance policies throughout the term of the Agreement:

17 A) COMMERCIAL GENERAL LIABILITY

18 Commercial General Liability Insurance with limits of not less than One Million Dollars
19 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
20 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may
21 require specific coverages including completed operations, products liability, contractual
22 liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance
23 deemed necessary because of the nature of this contract.

24 B) AUTOMOBILE LIABILITY

25 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less
26 than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
27 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than
28 Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five

1 Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-
2 owned vehicles used in connection with this Agreement.

3 C) PROFESSIONAL LIABILITY

4 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
5 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than
6 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
7 annual aggregate.

8 D) WORKER'S COMPENSATION

9 A policy of Worker's Compensation insurance as may be required by the California
10 Labor Code.

11 CONTRACTOR shall obtain endorsements to the Commercial General Liability
12 insurance naming the County of Fresno, its officers, agents, and employees, individually
13 and collectively, as additional insured, but only insofar as the operations under this
14 Agreement are concerned. Such coverage for additional insured shall apply as primary
15 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
16 agents and employees shall be excess only and not contributing with insurance provided
17 under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed
18 without a minimum of thirty (30) days advance written notice given to COUNTY.

19 Within Thirty (30) days from the date CONTRACTOR executes this Agreement,
20 CONTRACTOR shall provide certificates of insurance and endorsement as stated above
21 for all of the foregoing policies, as required herein, to the County of Fresno, Robert Bash,
22 Chief Information Officer, 2048 N Fine Street, Fresno CA 93727, stating that such
23 insurance coverages have been obtained and are in full force; that the County of Fresno,
24 its officers, agents and employees will not be responsible for any premiums on the
25 policies; that such Commercial General Liability insurance names the County of Fresno,
26 its officers, agents and employees, individually and collectively, as additional insured, but
27 only insofar as the operations under this Agreement are concerned; that such coverage
28 for additional insured shall apply as primary insurance and any other insurance, or

1 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be
2 excess only and not contributing with insurance provided under CONTRACTOR's policies
3 herein; and that this insurance shall not be cancelled or changed without a minimum of
4 thirty (30) days advance, written notice given to COUNTY.

5 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
6 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or
7 terminate this Agreement upon the occurrence of such event.

8 All policies shall be with admitted insurers licensed to do business in the State of
9 California. Insurance purchased shall be purchased from companies possessing a current
10 A.M. Best, Inc. rating of A FSC VII or better.

11 **XIV. AUDITS AND INSPECTIONS**

12 CONTRACTOR shall at any time during CONTRACTOR'S normal business hours, and
13 upon prior written notice, as often as the COUNTY may deem necessary, make available to the
14 COUNTY for examination all of its records and data with respect to the matters covered by this
15 Agreement. CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit
16 and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
17 with the terms of this Agreement. Any such examinations or audits shall be at the COUNTY'S
18 expense.

19 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
20 subject to the examination and audit of the Auditor General for a period of three (3) years after
21 final payment under contract (Government Code Section 8546.7).

22 **XV. NOTICES**

23 A) AUTHORITY TO GIVE AND RECEIVE NOTICES

24 The persons and their addresses having authority to give and receive notices under this
25 Agreement include the following:

26 ///

27 ///

28 ///

COUNTY OF FRESNO

CONTRACTOR

Robert Bash
Director of Internal Services/
Chief Information Officer
2048 N Fine
Fresno, CA 93727

Anthony Melina
VP Sales

8133 Easton Rd
Ottsville, PA USA 18942

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party or by electronic mail sent to and confirmed by CONTRACTOR at CONTRACTOR's email address.

B) PRIMARY ESCALATION CONTACT INFORMATION

The persons and their contact information that the COUNTY or CONTRACTOR can use to escalate problems or situations:

(1)

COUNTY

CONTRACTOR

Contact # 1:
Daniel Moore
Information Technology Manager
Office Phone: (559) 600-5800
Email: dmoore@co.fresno.ca.us

Contact # 1:
Del Buster
Customer Support Manager
Office Phone: (908) 310-9560
Cell Phone: (973) 661-2048
Email DEL.BUSTER@ERACENT.COM

(2)

COUNTY

CONTRACTOR

Contact # 2:
Mark Zack
Information Technology Division
Manager
Office Phone: (559) 600-5800
Cell Phone: (559) 349-0210
Email: mzack@co.fresno.ca.us

Contact # 2:
Holly Wynn
Software Solutions & Integration Engineer
Office Phone(908) 303-5112
Cell Phone: (404) 228-6919
Email HOLLY.WYNN@ERACENT.COM

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1 **XVI. GOVERNING LAW**

2 Venue for any action arising out of or related to this Agreement shall only be in Fresno
3 County, California. The rights and obligations of the parties and all interpretation and
4 performance of this Agreement shall be governed in all respects by the laws of the State of
5 California.

6 **XVII. SAFEGUARDS**

7 CONTRACTOR shall implement administrative, physical, and technical safeguards as
8 required by the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
9 (HIPAA) Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately protect
10 the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates,
11 receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access,
12 viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement.

13 CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks
14 and vulnerabilities to the confidential, integrity and availability of electronic PHI.

15 CONTRACTOR shall develop and maintain a written information privacy and security
16 program that includes administrative, technical and physical safeguards appropriate to the
17 size and complexity of CONTRACTOR's operations and the nature and scope of its
18 activities. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with information
19 concerning such safeguards.

20 CONTRACTOR shall implement strong access controls and other security safeguards
21 and precautions in order to restrict logical and physical access to confidential, personal (e.g.,
22 PHI) or sensitive data to authorized users only. Said safeguards and precautions shall
23 include the following administrative and technical password controls for all systems used to
24 process or store confidential, personal, or sensitive data:

25 1. Passwords must not be:

26 a. Shared or written down where they are accessible or recognizable by
27 anyone else; such as taped to computer screens, stored under keyboards, or visible
28 in a work area;

1 b. A dictionary word; or

2 c. Stored in clear text.

3 2. Passwords must be:

4 a. Eight (8) characters or more in length;

5 b. Changed every ninety (90) days;

6 c. Changed immediately if revealed or compromised; and

7 d. Composed of characters from at least three (3) of the following four (4)
8 groups from the standard keyboard:

9 1) Upper case letters (A-Z);

10 2) Lowercase letters (a-z);

11 3) Arabic numerals (0 through 9); and

12 4) Non-alphanumeric characters (punctuation symbols).

13 CONTRACTOR shall implement the following security controls on each workstation
14 or portable computing device (e.g., laptop computer) containing confidential,
15 personal, or sensitive data:

16 1. Network-based firewall and/or personal firewall;

17 2. Continuously updated anti-virus software; and

18 3. Patch management process including installation of all operating
19 system/software vendor security patches.

20 CONTRACTOR shall utilize a commercial encryption solution that has received FIPS
21 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable
22 electronic media (including, but not limited to, compact disks and thumb drives) and on
23 portable computing devices (including, but not limited to, laptop and notebook computers).

24 CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-mail
25 or other internet transport protocol unless the data is encrypted by a solution that has
26 been validated by the National Institute of Standards and Technology (NIST) as
27 conforming to the Advanced Encryption Standard (AES) Algorithm. CONTRACTOR must
28 apply appropriate sanctions against its employees who fail to comply with these

1 safeguards. CONTRACTOR must adopt procedures for terminating access to PHI when
2 employment of employee ends.

3 **XVIII. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

4 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-
5 profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR
6 changes its status to operate as a corporation.

7 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
8 transactions that they are a party to while CONTRACTOR is providing goods or performing
9 services under this agreement. A self-dealing transaction shall mean a transaction to which the
10 CONTRACTOR is a party and in which one or more of its directors has a material financial
11 interest. Members of the Board of Directors shall disclose any self-dealing transactions that
12 they are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form*
13 (Attachment C) and submitting it to the COUNTY prior to commencing with the self-dealing
14 transaction or immediately thereafter.

15 **XIX. ENTIRE AGREEMENT**

16 This Agreement constitutes the entire agreement between the CONTRACTOR and
17 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
18 negotiations, proposals, commitments, writings, advertisements, publications, and
19 understandings of any nature whatsoever unless expressly included in this Agreement. In the
20 event of any inconsistency in interpreting the documents comprising this Agreement, the
21 inconsistency shall be resolved by giving precedence in the following order of priority: (1) the
22 text of this Agreement (excluding COUNTY's RFP No. 208-5407 and CONTRACTOR's
23 Response thereto); (2) COUNTY's RFP No. 208-5407; and (3) CONTRACTOR's Response to
24 RFP No. 208-5407.

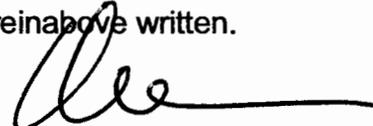
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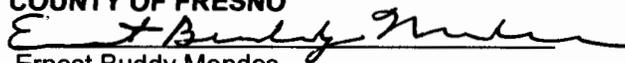
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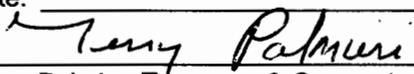
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

3 **CONTRACTOR** 
4 Walt Szablowski, Founder & Executive Chairman

COUNTY OF FRESNO

Ernest Buddy Mendes
Chairman, Board of Supervisors

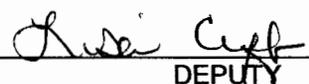
5
6 Date: 8/19/2016

Date: September 13, 2016

7 
8 Terry Palmieri, Treasurer & Corporate Secretary

Attest: Bernice E. Seidel
Clerk, Board of Supervisors

9 Date: 08/10/2016

By: 
DEPUTY

10 Eracent™, Inc.
11 8133 Easton Road
12 Ottsville, PA 18942

REVIEWED & RECOMMENDED FOR APPROVAL

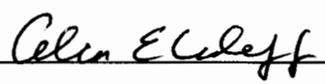
Robert W. Bash, Director of Internal Services/
Chief Information Officer

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg,
County Counsel

By: 
DEPUTY

16 FOR ACCOUNTING USE ONLY:
17 FUND: 1020
18 SUBCLASS: 10000
19 ORG NO.: 8905
20 ACCOUNT NO.: 7309
PROGRAM: 0

APPROVED AS TO ACCOUNTING FORM
Vicki Crow, CPA
Auditor-Controller/Treasurer-Tax Collector

By: 

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 208-5407

SOFTWARE ASSET MANAGEMENT SYSTEM

Issue Date: December 15, 2015

Closing Date: JANUARY 28, 2016

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Nick Chin,
phone (559) 600-7113 or e-mail countypurchasing@co.fresno.ca.us.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Proposals to:
County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()
TELEPHONE NUMBER

()
FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

PURCHASING USE: NC:ssj

ORG/Requisition: 8905 / 8905160345

Proposal No. 208-5407

COUNTY OF FRESNO PURCHASING

**STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)**

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

Proposal No. 208-5407

Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

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data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

Policy Statement: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

Management Responsibility: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

Definitions: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Policy Statement: Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

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request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

Management Responsibility: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

Policy Statement: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

Management Responsibility: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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OVERVIEW

The County of Fresno on behalf of the Department of Internal Services (ISD) is requesting proposals from qualified vendors to provide a Software Asset Management (SAM) system. The Software Asset Management system will facilitate monitoring and tracking of various software installed on personal computers (PC) and servers. The new system is expected to be a user friendly, functionally rich, and technologically current integrated system. It must have been successfully deployed and fully operational for at least six months at the time of proposal submission for a client which is similar in size and complexity to the County of Fresno. The County of Fresno has approximately 7,000 employees and approximately 10,000 servers and PCs that would utilize this system.

KEY DATES

RFP Issue Date:	December 15, 2015
Vendor Conference: <i>Vendors are to contact Nick Chin at (559) 600-7113 or countypurchasing@co.fresno.ca.us to receive a Skype invitation to the conference call.</i> <i>(Skype for Business is not required to participate. The link provided in the emailed invitation will open Skype for Business in any web browser.)</i>	January 7, 2016 at 10:00 A.M. Skype for Business Meeting Conference Call #: (559) 600-9870 Conference ID: 859672
Deadline for Written Requests for Interpretations or Corrections of RFP:	January 12, 2016 at 10:00 A.M. E-Mail: CountyPurchasing@co.fresno.ca.us
RFP Closing Date:	January 28, 2016 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

(Company Name) Has submitted information identified as Trade Secrets in a separate marked binder.**

(Company Name) Has **not** submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

Signature (In Blue Ink) () Telephone

Print Name and Title Date

Address

City State Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:
(in blue ink)

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. * **Note: This form/information is not rated or ranked for evaluation purposes.**

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature in Blue Ink)

Title

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor, and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

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MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to

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be performed by the contract, or participated in any way in developing the contract or its service specifications.

4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation

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who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

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Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Internal Services Department, Attn: Vincent Montgomery, 2048 N. Fine Avenue, Fresno, CA 93727, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY: All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

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Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS: Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 **and** in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP: The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On January 7, 2016 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held as a conference call on Skype for Business. Skype for Business is not required to participate. Vendors are to contact Nick Chin at (559) 600-7113 or countypurchasing@co.fresno.ca.us to receive a Skype invitation to the conference call. The link provided in the emailed invitation will open Skype for Business in any web browser. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Skype for Business Meeting

Conference Call #: (559) 600-9870

Conference ID: 859672

NUMBER OF COPIES: Submit **one (1) original, with two (2) *reproducible compact disc enclosed and seven (7) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

***Bidder shall submit two (2) reproducible compact discs (e.g.: PDF file) containing the complete proposal excluding trade secrets. Compact discs should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the discs are not misplaced.**

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

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Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than January 12, 2016 at 10:00 a.m. Questions must be directed to the attention of Nick Chin, Purchasing Analyst.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to CountyPurchasing@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

SCOPE OF WORK

The County of Fresno on behalf of the Internal Services Department (ISD) is requesting proposals from qualified vendors to provide a Software Asset Management (SAM) system for support of approximately 10,000 servers and PCs. Cost of the system should be based on estimated 10,000 devices. The main goals for usage of this system will be:

- Identification of Software Assets
- Verifying Software Asset usage
- Recording Software Asset including licensing and maintenance
- Identifying gaps that may exist between licenses purchased and licenses consumed
- Taking action to close any gaps
- Recording the results in a centralized location with rights of entitlement records

Fully describe how your proposed solution would attain each of the business objectives identified below. Refer to the section and number in your response for each item.

OBJECTIVES

The objective of the SAM solution is for ISD to acquire and implement a system that allows the tracking of installed software, the licenses associated with that software, and software compliance.

Fully describe how the SAM may support each of the business objectives identified below:

1. Provide a user-friendly, functionally rich, and technologically current integrated system which must have been successfully and fully operational in an organization of similar size and complexity as the County of Fresno for at least six months at the time of proposal evaluation.
2. Be an operationally proven package that can be implemented quickly so that its benefits can begin to accrue within a reasonable period of time.
3. Provide strong end-user, ad hoc data access and reporting capabilities.
4. Remain current with general information technology industry standards.
5. Provide an application programming interface (API) to interface with other systems.
6. Provide a software asset management tool that is capable of recording various types of licenses organized by department within the County.
7. Provide discovery software installed across the computer network, and collect software file information such as title, product ID, size, date, path, and version. This discovery software should not severely impact the performance of the workstation or network. Identify the expected performance impacts.
8. Provide a software license auditing tool that will run over the network and identify deployed licenses across all systems of the network. This tool should provide reporting of installed licenses to a centralized database.
9. Track software license keys along with key information such as software product, owner, and installed location.
10. Provide an inventory of the assets for all systems.
11. Differentiate between named user license, volume licenses, enterprise agreement licenses, concurrent licenses, Original Equipment Manufacturer (OEM) licenses, evaluation license, and free licenses.
12. Compare licenses purchased to consumed and identify under/overages.
13. Provide the ability to uninstall invalid or non-compliant licenses.
14. Monitor software utilization.

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15. Describe any related modules that might include order tracking, hardware tracking, or any supplemental products that might benefit the County of Fresno and include separate pricing for these models.

SYSTEM ARCHITECTURE

Describe how the SAM may provide the specific functionality required to support the architecture components requirements

1. Describe how your proposed system is consistent or compatible with the following desired architecture components:
 - A. Browser-based architecture which maintains a centralized data repository and processes that data on a central application server.
 - B. Operate on a data network developed and maintained by ISD, which will include Local and Wide Area Networks (LAN/WAN).
 - C. Hardware, operating system, database management system, and programming languages which are currently supported and commonly used in the IT industry.
 - D. An API
 - E. A software development kit(SDK)
2. Provide high level diagram(s) of the overall proposed/recommended system including inbound and outbound information flows through the different components of the system.
3. Provide a description of who/where the various components fit in the overall system. Indicate where each component resides, i.e., server, desktop PC, etc.
4. Describe what is shipped to your customers, i.e., source code, object code, manuals, documentation, sample reports, etc.

TECHNOLOGY REQUIREMENTS

The SAM must be capable of operating within the existing Fresno County IT environment including its Local and Wide Area data network and hardware and software infrastructure. It must comply with internal County IT standards so the application does not require its own separate technical environment, and have the capability of inter-operating, integrating, and/or interfacing with County systems as well as with standard office automation products.

1. The application must run on a client operating system that is consistently and currently supported by the operating system vendor. Applications under maintenance are expected to always be current in regard to the required client O/S. No outdated or unsupported client O/S will be implemented on the County network.
2. In order to support a secure environment, the application must run on the latest supported release of any required third-party software, such as JAVA, Flash, etc. within 30 days of release.
3. Should the SAM require installation of software on the client PC, the SAM will not be installed under a specific User Profile. It must install and be available to all users on the all users' desktop.
4. Administrative rights will not be granted to either the client or the server in order for a user to perform day to day operations of the SAM. An account may be granted elevated privileges in order to do data collection.
5. The SAM must use generally accepted IT industry methodologies for software design, especially for external data exchange interfaces, Application Programming Interfaces (APIs), and interfaces to common infrastructure support services
6. Respondents must describe the technology underlying your proposed solution and the extent of its compatibility with the Fresno County IT standards described above.
7. Respondents must fully describe the hardware, software, and network capability required to implement and operate the proposed system for current user and client volumes, as well as to accommodate a potential 15% annual increase over a five year period.

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8. Respondents must identify the specifications and quantity of each hardware, software, network or telecommunications component required to operate the proposed system at the performance levels specified above.

COMPANY STRUCTURE

The vendor must have organization and management structure adequate and appropriate for overseeing and supporting the proposed services, and must provide sufficient management, customer service, and technical support staffing levels to sustain the SAM for ISD.

1. Describe, in detail, your organization's company structure.
2. How many project managers, customer service, and/or technical support staff would be assigned and available to assist and support ISD and the SAM project, initially through implementation, and ongoing for maintenance?
3. How many clients are using the proposed solution? How long has the solution been in a production mode for these clients?

IMPLEMENTATION REQUIREMENTS

Implementation is defined as all tasks performed by the vendor and ISD staff related to configuring, developing interfaces, installing the system, functionally and operationally testing the system, documentation, training, and implementation.

The vendor will be responsible for tracking, resolving, or coordinating the resolution of all reported problems, and ensure that they are corrected within a reasonable period, so that the implementation date can be met. The vendor must have staff members who will be accessible by e-mail and/or telephone to diagnose and resolve problems.

Although ISD desires an expeditious implementation, it recognizes that the implementation schedule should be realistic and consistent with the estimates of the vendor. The vendor should prepare a realistic yet aggressive implementation plan, which it believes can be achieved.

The following describes each of the implementation tasks:

Task 1 – Project Management

Planning and conducting initial meetings between the vendor and ISD to formalize project management organization, protocols, lines of communication, and expectations. Followed by ongoing liaison and status reporting to ISD during the entire implementation period.

The vendor and ISD shall be responsible for establishing an organization to manage and deliver the goods and services defined in the Scope of Work. The vendor shall provide a project organization chart describing the project organization, which will be in place during the duration of the contract with ISD. The vendor shall designate a Project Manager for the project who will have the authority to commit the resources necessary to satisfy all contractual requirements.

A proactive approach to risk assessment and management is essential to maximize the probability of success. The vendor should utilize a comprehensive methodology for ongoing project risk management, which addresses such issues as technical risk, resource issues, scheduling problems, readiness, etc.

The vendor shall define escalation procedures to address extended and unresolved problems to the vendor Project Manager and ISD Project Manager. Notification and emergency procedures shall be established in the event of system failure. The escalation procedures shall require approval of the vendor Project Manager and ISD Project Manager. The escalation procedures shall include, but not be limited to the following:

- Conditions warranting additional help in resolving a problem
- Time duration between escalating to the next level of support
- A diagram depicting the various levels of response

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- The names or titles, telephone numbers, and e-mail addresses of the vendor personnel responsible for response at the various levels of support

Task 2 – Develop Vendor/ISD Design & Implementation Work Plan

The vendor and ISD shall develop a consolidated project plan, which identifies all vendor and ISD tasks and responsibilities. The approved project plan will be the basis for all project activities. It can be amended with ISD and vendor approval as needs may dictate.

The vendor shall develop a Project Work Plan and Implementation Schedule for the project that shall include an agreed upon format and content items determined by the vendor and ISD. The vendor shall provide, for ISD approval, the project plan prior to initiating any tasks. The vendor shall maintain an up-to-date version of the work plan using Microsoft Project or other software as approved by ISD. The ISD Project Manager must approve all changes to deliverable time frames that will impact major milestones in writing at least two weeks prior to the milestone. All approved changes shall be reflected in the work plan and the vendor shall highlight and explain any major changes to an earlier approved version.

The vendor should identify all relevant assumptions that were made in the development of the project plan. All assumptions upon which the estimates have been calculated must be clearly documented; including assumptions made for development software tools, use of any third party software, County of Fresno resources providing assistance, etc.

Task 3 – User Acceptance Testing

The vendor must conduct a User Acceptance Test to ensure that ISD users are able to successfully use the SAM. The vendor must develop test scripts for this test, review the results and recommend initial system acceptance. ISD users will assist in the actual test and will be responsible for final approval of user acceptance test recommendations.

Task 4 – User Acceptance Test Corrections

The vendor will make any corrections based on the results of the User Acceptance Test.

Task 5 – User Documentation

The vendor must develop and/or have available user documentation in electronic form, which details how users perform SAM functions. Hardcopy documentation will not be accepted. The manuals shall present the system functionality to new users in a clear, concise, non-technical manner. The manuals shall reflect the version of the system as delivered to ISD. ISD shall be granted permission by the vendor to make unlimited additional hard and soft copies of all the vendor-developed training materials for its exclusive use in training personnel, at no additional charge. Additionally, a corresponding on-line tutorial and/or instruction on system use for new staff is desired.

Task 6 – Train Users

The vendor shall provide ISD staff with the training necessary to operate the SAM. The vendor shall provide initial training for identified users. At a minimum, approximately ten (10) users must be trained.

Training must be conducted at facilities in the Fresno area or remotely using web conferencing. ISD will be responsible for ongoing training after full implementation. ISD will be responsible for securing an appropriate location for training per the specifications of the vendor.

Task 7 – Post Implementation Review

The vendor will conduct a post-implementation review three months after the SAM rollout to confirm that the system is working as expected. This review must confirm that functionality has been obtained, response times have been achieved, appropriate vendor support has been provided, and ISD users have been successfully trained.

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MAINTENANCE AND SUPPORT

The vendor shall be responsible for maintaining and supporting all installed application software, initially under a one year warranty, beginning after full acceptance of the system upon implementation. Further support will be provided under ongoing software maintenance renewals.

Upon payment of annual maintenance, the cost of support will be borne by the vendor unless issues can be shown to be directly attributable to malfunctioning hardware, network, operating system or other system components whose operation and maintenance is the responsibility of ISD.

The vendor shall be responsible for establishing the operations and maintenance procedures for the system. The vendor shall provide the necessary documentation and procedures in electronic form to support ISD operation of the system.

Under these tasks, the vendor will perform the following:

1. Distribute any software upgrades or version replacements to which ISD is entitled under the software maintenance agreement, along with updated user and operational documentation in electronic form, and assist in its installation in the test environment and migration to production.
2. Maintain compatibility and integration with any third party reporting tools that have been implemented as part of the contract. Should any of these packages be upgraded, ISD will notify the vendor in advance, so that analysis and code changes can be implemented as quickly as possible.
3. Develop procedures and establish notification for software distribution to ISD and its business partners who may be users of the system including any application server software and any client software (if needed).
4. Correct any errors in functionality which are reported by ISD within a reasonable period, depending upon the severity of the error.
5. Utilize a Severity Index for categorizing and prioritizing application code errors.
6. Provide a means for ISD staff to report system problems via e-mail and telephone to vendor staff who are dedicated to supporting clients and are accessible as required.
7. Ensure that responses are made to ISD staff, within specified time periods, acknowledging receipt of the problem report and identifying when direct contact can be made with the vendor-assigned support staff person.
8. Establish policies and procedures for prioritizing and responding to ISD requests for support including:
 - Criteria for diagnosing reported problems and determining probable cause(s) of the problem
 - Use of Severity Index criteria for assessing the impact of reported problems
 - Procedures determining responsibility for problem resolution
 - Defining response time for various categories of problems
 - Documenting the response and subsequent actions
 - Procedures for escalating disagreements with ISD regarding cause of the problem and responsible party
 - Procedures for working cooperatively with ISD staff to promptly resolve problems
 - Tracking all problem reports
9. Correct any application software errors through remote or on-site service by vendor personnel or otherwise qualified subcontractors according to the response times.
10. Update and distribute user and operational documentation in electronic form to reflect any software corrections.
11. Provide a means for ISD to submit requests or proposals for new or enhanced functionality, outside of the core software components.

COST PROPOSAL

Firm: _____

Please complete the following cost sheet. The price sheet must include unit price, quantity, and total price for each item listed if applicable. Add any additional lines as needed.

ITEM	UNITS	UNIT PRICE	TAX	TOTAL
SOFTWARE / INSTALLATION / TRAINING / HARDWARE				
Software (Application) Cost:				
Workstation/User Licenses				
Server License				
List and Specify any 3 rd Party Software required for system				
Total Software Cost				
Installation				
Specify the installation Fees				
Project Management Fees				
Travel Expenses				
Total Installation Cost				
Training at County of Fresno Location				
Train the Trainer – Admin/Supervisor				
Train the Trainer – Data Entry Clerk				
Additional Cost for 1 Day of Training				
Estimated Travel Expenses				
Total Training Cost				
Hardware				
List and Specify Hardware required for system				
Total Hardware Cost				
Taxes				
Total System Cost				
MAINTENANCE COST – ANNUAL				
Maintenance (to be paid annually)				
Discounts (indicate discount type, % as well as \$ amount)				
Total Annual Maintenance Cost – Year 1				
Total Annual Maintenance Cost – Year 2				
Total Annual Maintenance Cost – Year 3				
Total Annual Maintenance Cost – Year 4				
Total Annual Maintenance Cost – Year 5				

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION

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- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
- A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.
 - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:

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1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

AWARD CRITERIA

CAPABILITY AND QUALIFICATIONS

1. Do the service descriptions address all the areas identified in the RFP?
2. Does the bidder demonstrate experience in providing the services desired in a California County?
3. Does the system meet the technological requirements as described in the RFP?
4. Does the system provide the ability to generate ad-hoc reports? Does the system provide a report generator? Can reports be exported or downloaded?
5. Did the bidder provide a company structure as requested in the RFP?

MANAGEMENT PLAN

1. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
2. Has the bidder demonstrated the ability to properly and efficiently implement the system in a timely and professional manner?
3. Has the bidder demonstrated the ability to meet the maintenance and support needs as described in the RFP?

COST

4. Does the system meet the needs of the County of Fresno for an acceptable cost?

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ All signatures must be in **blue ink**.
2. _____ The Request for Proposal (RFP) has been signed and completed.
3. _____ Addenda, if any, have been completed, signed and included in the bid package.
4. _____ **One (1) original plus seven (7) copies** of the RFP have been provided.
5. _____ **Two (2) reproducible compact discs** of the RFP have been provided.
6. _____ Provide a Conflict of Interest Statement.
7. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
8. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
9. _____ The completed *Participation Form* as provided with this RFP.
10. _____ The completed *Reference List* as provided with this RFP.
11. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
12. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>208-5407</u>
Closing Date:	<u>January 28, 2016</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Software Asset Management System</u>

Return Checklist with your RFP response.

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFP NUMBER: 208-5407
SOFTWARE ASSET MANAGEMENT SYSTEM

Issue Date: January 20, 2016

IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, PURCHASING
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON FEBRUARY 4, 2016.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

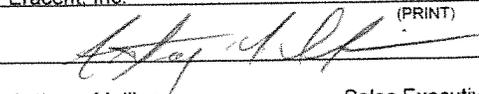
All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: **Nick Chin**,
phone (559) 600-7113 or e-mail CountyPurchasing@co.fresno.ca.us.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL NUMBER: 208-5407 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN IN BLUE INK AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.

- The bid closing has been moved to February 4, 2016.

ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFP 208-5407

COMPANY NAME: Eracent, Inc. (PRINT)
SIGNATURE (In Blue Ink): 
NAME & TITLE: Anthony Mellina Sales Executive (PRINT)
Purchasing Use: NC:hrs ORG/Requisition: 8905 / 8905160345



February 4th, 2016

County of Fresno
Attn: Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

Re: RFP No. 208-5407

Dear Sir, Madame,

Eracent™, Inc. ("Eracent") is pleased to present this Final RFP response to Fresno County. Based on your requirements, Eracent is extremely confident in our ability to deliver a solution with a lower total cost of ownership, ease of deployment, and higher return on investment than other third party vendors.

On the following pages, you will see that we have the proven ability to deliver a solution that will serve your needs well into the future.

Our considerable expertise and incomparable product knowledge allows us to implement your solution in a cost efficient manner to meet all of your major objectives and requirements. By partnering and implementing a solution with Eracent, you will receive the following:

- A knowledgeable and successful business partner
- A dedicated team that can deliver a SAM/SLOE solution to address your stated requirements
- A timely implementation performed by Eracent product experts

Eracent is a C-Corporation with headquarters in Ottsville, PA. We have been providing Asset Management Solutions since 1998. We appreciate the opportunity to earn your business and we are delighted to be considered as your solution partner. The Eracent team is certain in our ability to meet your needs and look forward to demonstrating this ability.

Please do not hesitate to contact us should you have any questions.

Sincerely,

Anthony Mellina

A handwritten signature in black ink, appearing to read "Anthony Mellina".

Sales Executive | Eracent™ Inc.
8133 Easton Road
Ottsville, PA 18942
Office: (908) 670-7117
Email: a.mellina@Eracent.com

USA Office
8133 Easton Road
Ottsville
PA 18942
United States
Phone: +1-908-537-6520

UK Office
Woburn Place, 16
London
WH1C 0AF
United Kingdom
Phone: +44 7968609367

PL Office
Drawska 19
02-202 Warsaw
Poland
Phone: +48 22 8867209

Eracent Inc.
www.eracent.com

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Conflict of Interest Statement

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

Eracent fully complies with the County of Fresno's policies regarding conflict of interest and understands that a violation of this policy is subject to rejection. Eracent will meet the terms set forth in the RFP regarding the above conflict of interest statement.

By: 

Name: Anthony Mellina

Title: Sales Executive

Date: 1/27/16

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

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TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

(Company Name) Has submitted information identified as Trade Secrets in a separate marked binder.**

Eracent, Inc.
(Company Name) Has not submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:



Signature (In Blue/Ink) Telephone () (908) 670-7117

Anthony Mellina Sales Executive 1/28/16

Print Name and Title Date

8133 Easton Road

Address

Ottsville Pennsylvania 18942

City State Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

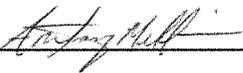
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:
(in blue ink)



Anthony Mellina Sales Executive
(Printed Name & Title)

Date:

1/28/2016

Eracent, Inc.
(Name of Agency or Company)

REFERENCE LIST

Firm: Eracent, Inc.

*Please Note: Eracent has many recent engagements with customers and additional client references we are willing to share. At this time in the RFP process, Eracent will not release contact information unless prompted to do so after the RFP is submitted. As a courtesy, and out of respect for our references' privacy, Eracent asks that the county of Fresno inform us of their desire to contact our references. An appointment window will be provided along with all contact information at that time. Thank you for understanding.

Reference Name: Comcast Corp Contact:
Address: 1701 John F Kennedy Blvd
City: Philadelphia State: Pennsylvania Zip: 19103
Phone No.: Date:
Service Provided:
Eracent delivered full cradle to grave discovery and lifecycle management functions. This data is being used to defend audits from Microsoft and will be used for other software vendors in the near future.

Reference Name: Penske Contact:
Address: 2675 Morgantown Road
City: Reading State: Pennsylvania Zip: 19607
Phone No.: Date:
Service Provided:
Eracent provides full service functionality to Penske. They currently utilize Discovery, Lifecycle and Self Service Portal Modules.

Reference Name: USAA Contact:
Address: 10750 McDermott Freeway
City: San Antonio State: Texas Zip: 78288
Phone No.: Date:
Service Provided:
USAA is one of Eracent's oldest customers. They are utilizing the native Eracent Discovery process as well as the Lifecycle and Self Service Portal process. They currently integrate Eracent workflows into SCCM distribution and PeopleSoft Purchase and Contract modules for their End to End process for managing the requesting of installation, transfers and uninstallation of software licenses for windows and non-windows platforms.

Reference Name: Invesco Group Services, Inc Contact:
Address: 1555 Peachtree Street, N.E., Suite 1800
City: Atlanta State: Georgia Zip: 30309
Phone No.: Date:
Service Provided:
Invesco is currently utilizing Eracent Discovery, Lifecycle and Entitlement modules to handle their hardware and software entitlements

Reference Name: Sears Holding Corp

Contact:

Address: 333 Beverly Road

City: Hoffman Estates

State: Illinois

Zip: 60179

Phone No.:

Date:

Service Provided: Sears Holdings is a longtime client and user of Eracent's Discovery module. They are one of our oldest customers and have been successfully utilizing our Discovery module to find and keep track of hardware and software assets.

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PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. * **Note: This form/information is not rated or ranked for evaluation purposes.**

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature in Blue Ink) 11/28/2016
Sales Executive

Title

Exceptions

Eracent does not have exceptions to the requirements and conditions set forth by the County of Fresno RFP.

Sarbanes Oxley, HIPAA, Basel II, WEEE, FAST, BSA and other industry and regional legislation translate into specific requests for functionality that Eracent not only incorporates into the products, but anticipates prior to demand wherever possible. Organizations are also generating new requirements as they respond to pressures to meet financial and security goals by broadening and maturing their IT asset management business practices. Consequently, Eracent consolidates these inputs and schedules enhancements and new products to meet those demands. As the new products and product revisions are released, the acceptance of new functionality is very high, thus accelerating sales of new products and maintaining a 95% plus renewal rate on annual maintenance.

Company History

Eracent developers began building what is now known as the ITMC auto discovery and asset management module in 1996 in conjunction with Lucent Bell Labs. The purpose of the development effort was to provide Lucent Bell Labs with an automated means to inventory the entire scope of IT assets deployed across the entire network worldwide. At that time the Lucent Bell Labs network consisted of nearly 200,000 desktop, laptop and server computers running a combination of Microsoft operating systems and applications, along with network servers and engineering workstations running various versions of the UNIX operating system.

Since 2000, Eracent has been offering a commercialized version of the discovery software that was successfully deployed at Lucent Bell Labs. It was offered for license on the open market as EnterpriseAM. With that successful commercial launch, Eracent has continued to address customer business and technology needs, applying world class development, testing and support techniques to a suite of products. Today Eracent's average customer has over 40,000 computers in their networks with Eracent's largest customers having many hundreds of thousands of computers.

Eracent has over 70 employees and several offices across the United States and European Union. Our employee count has been fairly steady over the last five years with only a minor increase of about 10 employees since 2010.

Eracent's Corporate Vision and Customer Mission

Eracent's focus and vision has consistently been the development of the most accurate, useful, cost effective IT asset management technology worldwide. As Eracent's core competence is in the area of large scale IT asset management technology, the company commits to providing products that interface and interoperate with other network solutions so that organizations can maximize their investment in all of their systems.

Eracent is unique within the IT asset management business. By listening to our customers, the company has focused on IT asset management as an integrated set of business practices, bridging the gap between business needs and technology. With this crucial understanding, the company's products produce accurate and comprehensive IT asset inventories while making tactical and strategic assessment of the IT spend readily available and easily understood by management.

Eracent™ has the advantage of superior technology that allows the company to respond to requests for specific features required by our customers. Rather than forcing customers to work with a customized version, Eracent™ incorporates the new features into the standard products. Eracent™ recognizes the need to support its customer's business practices, and evolves the product offerings to grow with the changing pressures of today's organizations.

Eracent's Core Values

- **Customer Service:** Eracent is a totally customer centric company. Responsiveness, resourcefulness and practical solutions drive our company. Eracent™ works at building strong relationships with our customers and solicits customer participation.
- **Ethics:** Integrity and ethical practices characterize our relationships with customers, partners and employees.
- **Work:** Eracent people work hard and work smart to ensure timely delivery and implementation of Eracent solutions to guarantee customer satisfaction.

Financial Stability: Eracent manages company growth and the choice of markets to focus on the profitability necessary to insure long term successful relationships with our customers. Eracent has no financial or venture capital partners as well as no long or short term debt whatsoever. Eracent has consistently achieved above average growth quarter on quarter each year since company inception in 2000.

Eracent Organizational Structure

Eracent is a registered C-Corporation with headquarters located in Ottsville, PA. Eracent employs 70 full time personnel located in offices across the US and Europe. All of Eracent's development, services and support staff are located in-house. Eracent does not use 3rd party vendors for any reason unless specifically noted.

Eracent's management team consists of several staff members who have been with the company since inception. Eracent's executive team consist of 3 primary officers:

- **Walt Szablowski - Founder & Executive Chairman**
- **Marc Henness – President**
- **Terry Palmieri - Treasurer and Corporate Secretary**

Project Support

Eracent Consulting Services provides its clients with the right solution and implementation team to meet individual business's needs. Our team of highly trained consulting professionals leverages their product expertise, industry specific expertise and our best practice methodologies to develop help ensure a successful implementation of the Eracent solution that meet the business needs and requirements of your organization.

Our typical implementation teams consist of the following:

Project Manager – Eracent will provide a project manager to handle project management responsibilities, including system design, tracking progress against schedule, matching resources to requirements and managing costs.

Technical Consultants – Eracent provides highly skilled consultants that provide a broad range of skills to provide support for hardware/software installation, product installation, testing and tuning, and infrastructure optimization. They also provide technical guidance and support throughout the implementation.

Functional Consultant (SMEs) – Eracent provides lead SME consultants that provide best practice knowledge around Eracent product solutions. Our functional consultants each have several years of experience and bring a deep functional knowledge of the Eracent products and our implementation best practices and methodology.

Ongoing Maintenance and Support Staff

Eracent provides support to its global client base from locations in the New York metro area, Atlanta, GA, Houston, TX, and Europe. All support representatives are long-time Eracent employees who maintain close relationships with their assigned customers. These representatives have access to multiple versions of each Eracent application in both physical and virtual environments, and their shared base of knowledge allows for quick and thorough resolutions to most client issues that may arise. Eracent delivers each client with an assigned Customer Support Engineer and a backup to assist with all needs. This service rep provides on-going support regardless of the situation. Eracent is unique in this space and takes a boutique approach in how we provide support and maintenance to our clientele over the lifetime of the engagement.

Many of Eracent's competitors fail to recognize the value in this approach. The competition typically offers 3rd party consultants and ticketing systems that lead to lengthy resolution times for product enhancements, bug fixes and overall assistance. Eracent ensures that our solutions work as they should in your organization and will assist you through every step along the way. This is why many of Eracent's clients have been with us for over 15 years and continue to renew their maintenance year over year.

Alliances, Partnerships and Certifications

Eracent has maintained relationships and alliances with the following organizations:

Analyst Relationships

Gartner
IAITAM
Forrester
Info-tech
IDC

Vendor/Technology Relationships

Microsoft Gold Partner
Oracle Partner
IBM Partner
Adobe Systems Partner
ServiceNow Technology Partner Program

Reseller/Consulting Relationships

Computacenter
Cap Gemini
Siwel Consulting
Software Advocates

Financial Statements

Eracent is a privately held company and does not disclose financial reports unless absolutely necessary. Copies of audited financial statements, tax returns, or statements for the last 3 years will be produced if prompted. Eracent will provide this information to Fresno County securely after the RFP closes. Financials are NOT included in this proposal.

Contracts terminated before completion within last five years

Eracent has engaged in many projects over the last five (5) years. To date, there have been zero (0) contracts that have been terminated before completion. Eracent's Professional Services team has performed countless integrations and deployments over a 5 year timeframe, all with great success. The Eracent solution is deployed all over the world at some of the largest, most secure environments. Our expertise extends to supporting and deploying solutions in many government and military organizations requiring high levels of security clearance. Our team of skilled professionals have the knowledge and skillset to implement a solution in virtually any environment.

Lawsuits or legal action within last five years

To date, Eracent has not engaged in any legal matters. There are currently zero (0) pending lawsuits and/or legal actions involving Eracent.

Payment problems with the County

To date, Eracent has had zero (0) involvement with the County. We haven't had any payment problems with Fresno County or any client for that matter.

Scope of Work

General Overview

Careful analysis of Fresno County's requirements as outlined in the RFP have revealed the following fully integrated and interoperable suite of Eracent™ products and modules, all of which are out of the box.

- Eracent IT Management Center (ITMC™)
 - ITMC™ Discovery - Discovery Management
 - ITMC™ Lifecycle - Lifecycle and License Compliance Management
 - CLR™ (Continuous License Reconciliation™)

Eracent's IT Management Center (ITMC™)

Discovery Management Functionality

Eracent's ITMC Discovery provides cross-platform discovery and utilization monitoring with the level of accuracy and breadth of scope required to effectively manage even the most complex enterprise infrastructures. Eracent's ITMC Discovery solution consists of several dedicated function sets that provide specialized detection and reporting results:

- Network Discovery
- Detailed Software and Hardware Discovery
- Desktop Utilization Monitoring (Software)
- Server Utilization Monitoring (Software and Hardware)

Eracent Network Discovery

The Network Probe function of ITMC Discovery provides a constant view of the operating status of key devices and processes in the network environment. It can also determine in near real-time when a new device is added to the network. Using five complementary identification management technology methods, the Network Probe investigates the network, identifying devices throughout the infrastructure. By using data attributes beyond that available from MIBs or OIDs, the Network Probe ensures the highest levels of accuracy and minimizes duplicate identifications, essentially finding devices that other systems miss.

The Network Probe provides the following:

- Real-time auto-discovery of assets connected to the network
- An agentless and non-intrusive process to discover detailed information on ALL network connected assets without installing an agent or running any executable code
- Real-time tracking as additions and changes are made to the network environment
- Reconciliation of results to known devices
- Verification of Actual discovery results with Expected discovery results
- Current estimates of Discovery Technology Coverage
- Confirmation of compliance with Security and Support Standards – Are all network-connected devices on a list of approved makes and models?
- Discovery of rogue assets – finding and identifying previously unknown devices: servers,

desktops, laptops, wireless access points, and retired equipment

Detailed Hardware and Software Inventory

Eracent's proven inventory and discovery technology has been in continuous production and evolution for almost two decades. From inception, ITMC Discovery was designed for deployment on worldwide networks comprised of hundreds of thousands of computers, running over heterogeneous network architectures, without requiring any significant infrastructure build-out.

From the deep-dive scanning perspective, ITMC Discovery provides:

- Cross-platform coverage for Windows, UNIX/Tru64, Linux, Solaris, AS/400, AIX, Macintosh, Citrix/XEN Servers, Android, Blackberry and iOS devices.
- Agent-based and agent-less approaches that provide identical results
- Offline scanning (for machines which are disconnected from networks), DMZ and cross domain discovery
- Discovery in virtual server environments, with associations between guests and host operating systems. Support is provided for VMWare, Hyper-V, Solaris Zones, XEN and AIX LPAR environments. Additionally, applications are detected natively for App-V (SoftGrid) and Citrix XenApp.
- SQL Cluster detection and reporting
- Daily software signature audit file updates. Eracent maintains over 620,000 meaningful, business-centric software titles in its knowledge base to enable an average of 95+% accuracy in software detection.
- Bespoke software detection to support discovery and identification of in-house or custom built applications
- Software data normalization to support proactive license management efforts, including the use of the license reconciliation functionality of Eracent's ITMC Lifecycle solution.
- Standards Compliance Management – monitoring and enforcement of customer-defined standards that determine the range of versions of applications that are acceptable within the environment. This includes anti-virus, bespoke and off the shelf applications.
- ISO 19770-2 Software ID Tag detection and reporting
- Local and Remote Scanning Options
- Direct Oracle Database discovery and querying of options installed and used
- Historical Reporting of software and hardware changes over time with automated alerts

Eracent Software Utilization

The Software Utilization function of ITMC Discovery keeps management informed of what software is really being used by individuals, departments and entire business units. With this information, maintenance costs for unused or under-utilized software can be reduced or eliminated, and the use of unauthorized software can be stopped. Portfolio management and standard image management open up new opportunities for savings. Knowledge of how software is used supports governance and compliance efforts and results in cost savings.

The data provided by ITMC Discovery helps provide answers to questions such as:

Business Concerns	Analyze in depth with the Software Usage
What is being used?	<ul style="list-style-type: none"> ✓ How long was an application open? ✓ What time of day is the application used?
How are applications being used?	<ul style="list-style-type: none"> ✓ Are applications launched and left unused? ✓ What applications are actually active with interaction from the user?
What are the opportunities for savings?	<ul style="list-style-type: none"> ✓ Is paying for a “true-up” the best choice to match licensing to actual use? ✓ Would a read-only version of the application meet the user’s needs?
How can asset management eliminate risk?	<ul style="list-style-type: none"> ✓ Are there any illegal applications being used from USB, Flash or CD Rom drives? ✓ Is the complexity of the software on the network necessary or can security control be tightened without loss of user functionality? ✓ Is it time for a hardware upgrade or are there inappropriate files like mp3 music files on the hardware?

To answer these types of questions, Software Utilization collects and analyzes real-time hardware and software usage information for specific machines or groups of machines, regardless of their physical location and with minimal infrastructure. End users typically have a number of different applications open on their workstations whether they are working with Windows, Macintosh or UNIX applications. With the level of accuracy and completeness available through the Software Utilization function, it is possible to review the application mix on a workstation or server and determine whether an application needs to be there.

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Some of the detailed metrics provided include:

- User ID
- Product Name and Version
- Process Name

- Status
- Total Time Open
- Total Foreground Time
- Launch Count (all platforms)
- I/O Bytes
- CPU Time
- Total Mouse Clicks
- Key Strike Total
- Installation Location

Lifecycle Management Functionality

ITMC Lifecycle's repository enables true lifecycle management functionality. It allows clients to proactively manage the intended state of assets – what has been acquired and what is supposed to be deployed in the estate.

This "system of record" provides:

- A detailed Catalog of devices and software that are approved for use in the estate, including item classifications, makes, models, titles, versions, part numbers/manufacturer product codes, pricing, and more
- Detailed asset records for unique and "pooled" items
- Assignments of assets to people (users, admins, custodians, etc.), related devices, organizations, and granular locations
- Associated costs, payments, and depreciation
- Standalone contract records with classifications, terms and conditions, important dates, associated people, and associated costs/payments. Contract records can be linked to all assets governed by an agreement, as well as to related contracts (masters, schedules, addendums, and more).
- Detailed purchase order and line item information, which can be associated with assets and contracts
- An optional end-user self-service portal to automate asset requests and drive the associated approval and provisioning processes
- Hardware reconciliation functionality to compare devices that are owned and allocated against installed devices, as reported by discovery tools such as the Eracent Discovery function. This helps to identify devices that may be lost or missing, devices that may have been added to the estate outside of formal processes, and devices whose configurations may have been modified outside of formal processes.
- Alerting and workflow to help automate many process steps and activities
- Detailed and highly configurable reporting functionality
- Integration with third-party applications to leverage existing data where appropriate

The section below includes various additional details that may be useful in evaluating the Management Application:

Proactive Hardware Asset Management

Eracent's lifecycle management repository tracks detailed configuration, assignment and usage data about all hardware assets including PCs, servers, peripherals, mobile devices, network and telecommunications equipment and more. Assets that are owned or managed by multiple entities may be tracked. Just some of the information that can be tracked and reported includes:

- Location (from the building/address down to cubicle, rack, shelf, etc.)
- Ownership and User Assignments
- Manufacturer and model
- Configuration details
- Multiple unique identifiers including serial number, asset tag, barcode, etc.
- Catalog category/subcategories (up to 4 levels)
- Ownership status (owned, leased, etc.)
- Lifecycle status
- All costs and payments throughout the asset's lifecycle
- Links to purchase, lease and service agreements, and other contracts
- Links to purchase transaction data (P.O. and invoice data)
- Relationship to other assets
- Maintenance and warranty information
- Disposal details

License Maintenance Renewals

Software licenses may be linked to the associated support and maintenance contract(s) that include end dates, detailed terms and conditions, as well as details about all covered licenses. This enables better decision making around renewals or cancellations. Maintenance start and end dates may also be tracked directly in each software license record. Automated email alerts may also be sent based on upcoming support end dates, and these alerts can include dynamic links to the contract details and associated license/asset records. This functionality may also be leveraged around hardware maintenance.

Financials – Cost and Payments

All costs at the asset, contract and purchase order line levels may be allocated by fixed dollar amounts or a percentage of the total to multiple cost centers and projects. A 21-level cost center hierarchy enables rollup reporting from the lowest department/function level up to business units and then to an overall parent organization level. The Eracent Management Application enables tracking and reporting of asset depreciation. A standard report calculates amounts already depreciated and remaining depreciation based on several criteria.

Asset Refresh and Retirement / License Harvesting

The repository tracks hardware and software asset disposal information. Assets are assigned a Disposed (or equivalent) status, at which time it is no longer possible to assign the asset to users or other parent/child assets. The asset's disposition can be tracked (sold, salvaged, etc.) with associated buyer or vendor information. Certificates of Sale/Destruction/Ownership Transfer can be attached to the asset record.

It is also possible to record any costs incurred or revenue gained from asset sale or disposal. Details about disposed assets can be shared with financial systems to ensure that the assets are off the books

for tax purposes. Details around disposal preparation (wiping hard drives, etc.) can be tracked. Reports and alerts can show which software licenses have been assigned to hardware that is to be retired. This allows licenses to be reclaimed and harvested for re-deployment where license terms permit doing so.

Reports and Queries

Thousands of highly detailed reports can be created via the Advanced User Defined Query facility. These queries can include and combine multiple fields from multiple objects (assets, contracts, users, purchase orders, work orders, related assets, etc.) in a single query. These queries can be saved for re-use, shared or kept private, and scheduled to be run and delivered to selected recipients via email on a scheduled basis. The ability to get complex reports that include the exact data elements that are required enables management to make better-informed decisions. All report customization and query creation is done from the web GUI.

Alerts and Notifications

Highly detailed, automated email alerts may be sent based on specific dates or a set number of days prior to a date. They may also be based on field values changing to specific values, or on field changes that should have taken place within a specified period but did not (i.e., an asset should change from 'On Order' to 'Received' within 10 calendar days). Notifications are dynamic and can include content from associated records (i.e., contract details plus related asset and employee details, etc.). This can include drill-down links to related records as well. Global rules may be configured to watch for an action or combination of conditions on any object that meets these conditions. These alerts do not need to be created for each object.

Integration and Data Sharing with Other Systems

The Eracent system can share data with other tools and systems (such as ServiceNow CMDB and ITSM) for various purposes: initial database population, record updates, and data reconciliation. This interaction occurs via a flexible, secure, easy-to-use data transfer mapping facility. It provides a repeatable, end-user-friendly interface where customers can designate table and field destination mapping and rules, with no coding or additional expense required. This facility enables integration with complementary business applications such as help desk, financial, procurement, and other systems as well as Barcode/RFID scanner databases and discovery/inventory tools.

The system can interact directly with other databases via ODBC/staging tables or web services/WSDL, and it can accept data in virtually any spreadsheet or flat file format (.xls, .txt, .csv, etc.). Data transfers may be scheduled and automated. When importing data from external sources, the data transfer facility provides extensive data integrity validation and previews of the information to be loaded. The system looks for primary key violations, potential duplicates, missing or Null values where details are required for data integrity, and more. The GUI and reports show details of records created and updated via each data transfer, as well as color-coded exception reports for data rows that could not be loaded due to issues. When automated data transfers are completed, detailed results emails are sent to user-specified recipients.

Role-Based Security

Eracent's comprehensive role-based security enables access to data and system functions to be limited based on user role, asset platform, organizational boundaries, and more. Security rights can be applied down to the individual field level. Users can log in, view and update only the data for which they are authorized to do so. This includes making fields read-only or even hiding fields from view. The system also utilizes SQL database level security.

User-Defined Fields

Unlimited user-defined fields can be added to track different data elements for different types of assets, and unique terms and condition fields can be tracked for different types of contracts. Unlimited user-defined fields can also be set up for Catalog items, Employees, Locations, Purchase Orders, Work Orders, and more. User-defined fields are displayed with all other related data about the object, and they are fully reportable and filterable like standard fields. User-defined fields are created and maintained via the GUI. Field length limitations vary.

License Reconciliation Functionality

The software reconciliation aspects of the management application allows clients to gain an accurate understanding of their licensing positions at any time. The software reconciliation function compares licenses, grants and entitlements that have been negotiated and acquired against software installations, as reported by discovery tools such as ITMC Discovery. The software reconciliation application performs calculations by using detailed algorithms that take into account license types, hardware configuration attributes (cores, processors, etc.), negotiated use rights, and more to determine an accurate current license position. Licensing positions may be reported based on publisher, product/version, organization and more.

The software reconciliation functionality also provides:

- A reconciliation knowledgebase to manage reconciliation and reporting of products and versions against specific Publisher-provided manufacturer product codes/SKUs. This provides a repeatable and consistent process, and builds a library of information about each product and version that is utilized in the estate.
- Reconciliation of major license types, including CPU-Based, Per Device, Enterprise, Per Named User, Server-Based, Points Based, Per Processor, Per Processor Value Unit (IBM), RVU, Single User, Site, and Concurrent. Additional license types are evaluated and added or modified regularly as dictated by market and customer needs.
- Tracking of Secondary Use Rights for development and test environments, remote installations (e.g. Mobile and home office environments) and installations and use in disaster recovery/BCP environments.
- Management of upgrade and downgrade rights by product and version to ensure that licenses are counted and credited properly during reconciliation exercises
- Detailed, color-coded reports with drill-down capabilities providing a view of products and versions that are over licensed, under-licensed or exactly compliant. The reports can also show

how much money might currently be wasted due to over licensing, and how much it may cost to true up in cases where a product is under-licensed.

Contract Management

The Eracent ITMC Lifecycle Management system has editable stored procedures designed to accomplish many automated tasks. One such task is to alert and notify upcoming contract renewals.

The alert functionality in ITMC Lifecycle helps ensure that your SAM team is aware of upcoming renewal dates in plenty of time to prepare and make effective decisions. Highly detailed, automated email alerts may be sent based on specific dates or a set number of days prior to a date, including renewal dates. They may also be based on field values changing to specific values, or on field changes that should have taken place within a specified period but did not (i.e., an asset should change from 'On Order' to 'Received' within 10 calendar days). Notifications are dynamic and can include content from associated records (i.e., contract details plus related asset and employee details, etc.). This can include drill-down links to related records as well. Global rules may be configured to watch for an action or combination of conditions on any object that meets these conditions. These alerts do not need to be created for each object.

Detailed contracts and license agreements of any type may be created and updated in ITMC Lifecycle. Templates can be chosen from and pre-defined templates available for specific vendors and contract types or be easily created for different types of contracts, with hierarchical Type/Subtype levels. Common terms and conditions are included with the system, Specific terms and conditions can be defined for each contract type to enable consistent data tracking and reporting. Contracts can be linked to other related contracts (i.e., master, schedules, and addendums) as well as to the assets and licenses that are covered by each contract.

Assets and licenses may be linked to the associated support and maintenance contract(s) that include end dates, detailed terms and conditions, as well as details about all covered licenses. This enables better decision making around renewals or cancellations. Maintenance start and end dates may also be tracked directly in each license record. Automated email alerts may be sent based on upcoming support end dates, and these alerts can include dynamic links to the contract details and associated license/asset records.

The Eracent ITMC Lifecycle Management system has been in production for over 10 years. It is a mature, well developed, complex process with a user friendly intuitive interface. It competes successfully with IBM's Maximo, HP Asset Manager and significantly exceed the capabilities of Service Now, Flexera, or Snow

Software Optimization and Rationalization (SOAR™)

Eracent is proposing to supply a total SAM/SLOE/SOAR™ process¹ based solution that will fully meet and exceed the requirements of Fresno County's RFP.

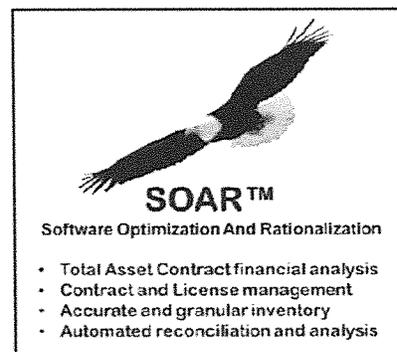
Eracent™ will provide and can demonstrate a process based solution that:

¹ SAM/SLOE/SOAR™ - represents a full process based solution that takes SAM (Software Asset Management), SLOE (Software License Optimization and Entitlement) to a totally new level which Eracent calls SOAR™ (Software Optimization and Rationalization)

1. Includes Full License Discovery in both desktop and server environments
2. Automates "Vendor Approved" Compliance/risk reports
3. Identifies where Fresno County can re-harvest licenses
4. Enables the reduction of software costs by identifying title types so the County can consolidate types
5. Integrates with existing tools and Optimizes SCCM to include common and uncommon or in-house developed software applications.
6. Normalizes cross-platform Discovery data
7. Provides complete Implementation Services and Training along with a dedicated rep to provide assistance whenever needed

Eracent has been in the **SAM/SLOE/SOAR** business since the year 1998. Eracent's **SAM/SLOE/SOAR** is different from competitors. Eracent's primary business focus is on large client networks.

Eracent's competitors focus is on large numbers of sales of small networks. These vendors attempt to apply their small network experience to large networks and are often riddled with scaling, accuracy and implementation issues. Using small network techniques results in approximate licensing positions and what is essentially an 80% solution.



Eracent's process based solution defines the proper approach to sophisticated Software Asset Management within enterprise class environments. Eracent's solution is based upon the industry's most sophisticated IT contract and software license management process that is verified through a complete state-of-the-art multi-operating system, full discovery process that covers desktop (virtual and physical), server (virtual and physical), handheld, and Internet of Things (IoT) environments.

Eracent understands why SAM is important to your company. Proper SAM is an essential component of corporate governance. Proper software management prevents overspending on software and increases employee satisfaction with IT.

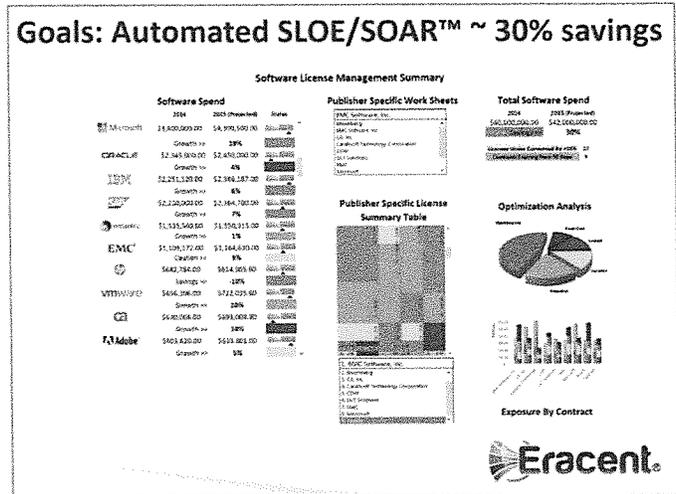
If the County currently uses SCCM, SCCM can be configured to supply data to the Eracent discovery process for Windows. Our understanding is based upon over 17 years of IT Asset Management experience earned at the world's largest ITAM implementations.

Eracent has been in the in the Software License Optimization and Entitlement (SLOE) business since 1997. Eracent's first client was Lucent Technologies. The Eracent process established a COTS software inventory and determined software installations on over 240,000 computers and servers worldwide. In getting this contract Lucent chose Eracent over IBM, CA and other major competitors. Lucent was absorbing AT&T assets into its infrastructure. The process was a major world-wide undertaking. At that time the Lucent/AT&T network was the Internet. No network was larger and more diverse as it spanned over 100 countries.

Lucent became a Microsoft SMS (as SCCM was known then) client at that time. The Eracent process pre-dated SMS at Lucent and was used to initially deploy and then supplement SMS capabilities. Eracent is very well integrated with SCCM.

Eracent has many current engagements with SCCM in including:

- laxoSmithKline (128,000 Computers)
- arclay Capital (350,000)
- tate Farm (175,000)
- ritish Ministry of Defense (212,132)
- omcast (130,000)
- (64,000)
- (55,000)
-



Raytheon

Sears/Kmart

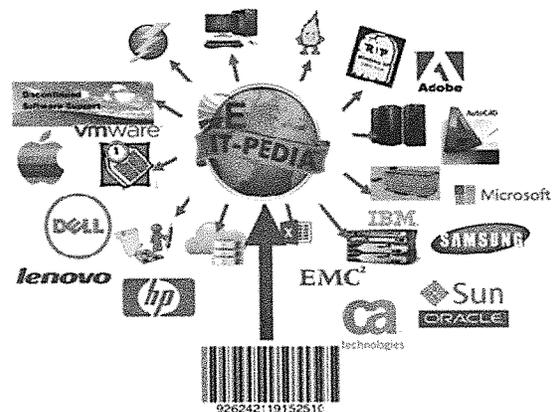
XEROX (113,000)

Eracent uses its own discovery process as part of its process based solution. **Eracent's discovery process is currently run by the world's largest, most diverse and secure networks (Largest single client install: 360,000+ end points).**

Eracent is successful because of its experience in obtaining the required inventory data and being able to receive the data in real time. The data is normalized and interpreted through the use of Eracent's SCANMAN (<http://www.eracent.com/index.php/services-and-solutions/125-audit-file>) process the world's most advanced and complete software recognition process and service. A poor inventory process provides an "80% solution."

Eracent discovery further provides links to the **Eracent IT-Pedia™** - the world's foremost repository of detailed vendor data on over 3.8 million IT products through an ultra-fast API. IT-Pedia provides attributes that include:

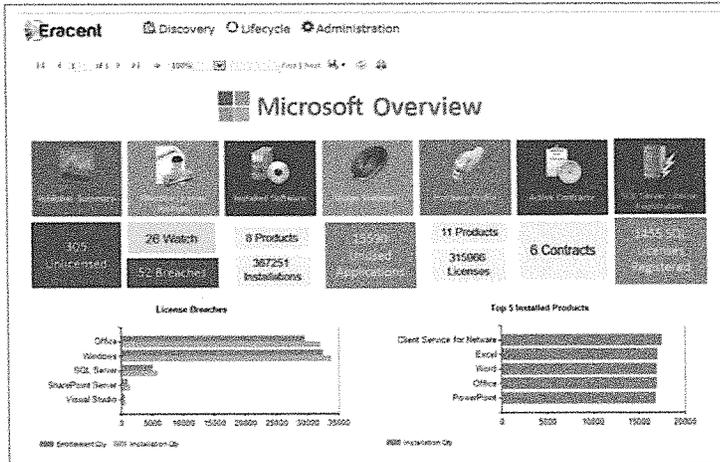
- ✓ SKU's, Categories, MSRP pricing
- ✓ Makes, models, dimensions, weight, power usage
- ✓ Applications, version, editions, license use rights
- ✓ End-of-life data,
- ✓ License reconciliation, catalog maintenance, security



Eracent SOAR process is based upon providing detailed compliance and risk reports automatically after processing discovery and purchasing information. Eracent's process (although complex on the back

end) is designed to be user-friendly, intuitive, and very easy to use on the front end. A Large network solution must automate license assessments because the processing of literally Billions of data points cannot be accomplished by manual methods.

Examples of compliance and risk reports are shown. However, a properly managed network using Eracent's process based license management will rarely be at risk. The goal of **SOAR** is to optimize licensing positions and reconcile software to minimize software spend and increase ITSM. Eracent clients using the **SOAR** process have evolved past SAM/SLOE.



These reports provide very detailed license compliance and risk assessment. In addition to the expected reports, Eracent is the only developer that enables an industry unique process identified as:

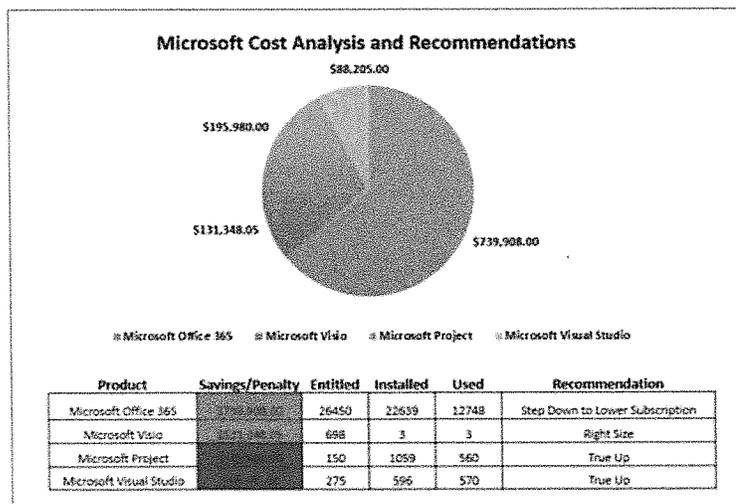
Continuous License Reconciliation™ – CLR™

CLR is a unique Eracent process that is designed to make a corporate IT network “bullet-proof” when it comes to a software audit.

The CLR process is designed to continuously assess an IT network against the associated licensing inventory. The process identifies license compliance in trial time. The process includes desktop (Adobe, Microsoft, etc.) and server software. The vendor unique server software licensing assessments included Microsoft, Oracle, IBM, SAP, as well as engineering applications.

The Eracent process identifies the full license inventory:

- ✓ Used Licenses
- ✓ Unused licenses
- ✓ Limited usage of licensed software



One of the design features of the SOAR process is to enable an analysis of all software by contract, usage, and function. A major feature of this analysis is to identify candidates for elimination.

SCANMAN and IT-Pedia identify software by function and the United Nations Standard Products and Services Code (UNSPSC). (UNSPSC is a hierarchical convention that is used to classify all products and services. It is the most efficient, accurate and flexible classification system available today for achieving company-wide visibility of spend analysis, enabling procurement to deliver on cost-effectiveness demands and allowing full exploitation of electronic commerce capabilities.”)

The SOAR process captures the results of a formal software and contract analysis to enable:

- ✓ Software functional review
- ✓ Alternative analysis
- ✓ Cost comparison
- ✓ Usage
- ✓ Usage function
- ✓ Maintenance review

As part of the Vendor Specific Work Sheets Eracent provides Software Rationalization worksheets:

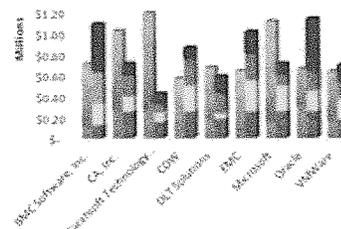
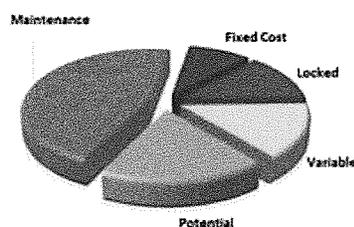
- ✓ Define the scope of the application (Deployment/Usage)
- ✓ Define business function/ edition rightsizing
- ✓ Define full scheduled yearly cost including maintenance
- ✓ Compare cost and business value
- ✓ Define functional quality and usage
- ✓ Document a cost rationalization plan
- ✓ Calculate specific cost analysis projection

The formal and documented optimization and rationalization analysis is summarized by contract; software type and total software spend.

Total Software Spend

2013	2014
\$61,399,401.00	\$49,590,153.00
Savings 19%	
Licenses Under Consumed By +10%	17
Contracts Expiring Next 30 Days	3

Optimization Analysis



Exposure By Contract

Scope of Work Items and Responses

OBJECTIVES

1. Provide a user-friendly, functionally rich, and technologically current integrated system which must have been successfully and fully operational in an organization of similar size and complexity as the County of Fresno for at least six months at the time of proposal evaluation.

Eracent's process based solution defines the proper approach to sophisticated Software Asset Management within enterprise class environments. Eracent's solution is based upon the industry's most sophisticated IT contract and software license management process that is verified through a complete state-of-the-art multi-operating system, full discovery process that covers desktop (virtual and physical), server (virtual and physical), handheld, and Internet of Things (IoT) environments.

Eracent understands why SAM is important to your company. Proper SAM is an essential component of corporate governance. Proper software management prevents overspending on software and increases employee satisfaction with IT.

Eracent SOAR process is based upon providing detailed compliance and risk reports automatically after processing discovery and purchasing information. Eracent's process (although complex on the back end) is designed to be user-friendly, intuitive, and very easy to use on the front end. A Large network solution must automate license assessments because the processing of literally Billions of data points cannot be accomplished by manual methods.

A properly managed network using Eracent's process based license management will rarely be at risk. The goal of SOAR is to optimize licensing positions and reconcile software to minimize software spend and increase ITSM. Eracent clients using the SOAR process have evolved past SAM/SLOE.

We have deployed this service to many of our clients over time. Additionally, Eracent has numerous clientele of similar size and complexity to Fresno County. Our customers possess a wide range of assets (from 2,000 to 350,000 + devices). Please refer to our references for more information.

2. Be an operationally proven package that can be implemented quickly so that its benefits can begin to accrue within a reasonable period of time.

Eracent has performed countless integrations and deployments across some of the world's most secure Fortune 500, Military, and Government organizations. Our understanding is based upon over 17 years of IT Asset Management experience earned at the world's largest and most secure ITAM implementations. We are confident in our ability to deliver a complete, industry proven solution in a short amount of time. The Eracent solution will return data and add significant ROI almost immediately after initial deployment. All Eracent team members have a minimum of 10 years of full-time employment at Eracent and have performed countless implementations in the past, all with great success.

3. Provide strong end-user, ad hoc data access and reporting capabilities.

The Eracent solution includes over 100 out-of-the-box Management Dashboards and reports covering Discovery, Usage, Standards Management, Procurement, Assets, Publisher Summaries, Contracts, Work Orders and IMAC (Install Move Add Change) to assist with your software license management process.

Eracent's web-based interface allows for the creation of custom reports with no programming language experience required. Eracent also natively uses SQL Server Reporting Services (SSRS) for some of the dashboards. To create custom SSRS dashboards, experience using the SSRS platform is recommended or you may use Eracent request portal for creation of custom SSRS reports.

Thousands of highly-detailed reports can be created via the Advanced User Defined Query facility. These queries can include and combine multiple fields from multiple objects (assets, contracts, users, purchase orders, work orders, related assets, etc.) in a single query. These queries can be saved for re-use, shared or kept private, and scheduled to be run and delivered to selected recipients via email on a scheduled basis. The ability to get complex reports that include the exact data elements that are required enables management to make better informed decisions. All report customization and query creation is done from the web GUI. If you wish, you may also use SQL Server reporting Services (SSRS) for custom dashboards or any 3rd party dash boarding tool which is compatible with SQL Server databases. To help with using 3rd party reporting tools, Eracent publishes its database schemas and dictionaries for customer use.

The management dashboard is customized to include whatever summaries that a client desires to see. An organization may have various management dashboards.

The Eracent solution includes many key elements with its various management dashboards. For example a typical Effective License Position report will show:

- Product details
- Version details
- Edition details
- License Type details
- Status details
- Purchased details
- Consumed details
- Used details
- Allocated details

This list can easily be expanded, the amount of data we can summarize or group by date, historically or project to the future is extensive.

To also assist you with information, the management reports summary dashboard will show license breaches, licenses that need to be watched, purchase profile, installation counts and active contract counts. All with drilldowns to the details of the summary information.

Eracent Continuous License Reconciliation™ (CLR™) Reporting

Ultimately, the results of inventory reporting, usage data, purchasing data, license analysis needs to be summarized and presented through dashboards and summary visual reports.

The Eracent reporting process is very sophisticated. It has been designed and has evolved over 14 years to meet software license reporting, management and vendor software audits.

Eracent presently adds specific licensing processes, reports and summaries for:

- CLR Base, which provides License Reconciliation and ELP Reporting for many major publishers using "common" license models. Specialized Microsoft and Adobe functionality is included, as well as reconciliation and reporting for many other major publishers.

- There are additional specialized CLR modules available, but are not the scope of your project.

Eracent's unique Continuous License Reconciliation (CLR) process is designed to assure that the organization is in continuous license compliance. An organization working under this process is always in contractual compliance and always ready to meet any vendor audit.

Eracent stores a history of assets. This data is then extrapolated into specific forecasting, budgeting and performance dashboards.

The data and resulting reports are used for assisting with planning and forecasting software future demands including recurring annual maintenance fees and procurement of new licenses.

4. Remain current with general information technology industry standards.

Eracent's product designs and enhancements typically follow ISO 19770-1 best practices and -2 tagging requirements to conform to industry standards. Multiple Eracent staff members are active participants in ISO Workgroup 21 committees in the U.S. and EU that draft and refine these standards. Eracent is watching the -3 entitlements standard closely and will begin to adopt elements when appropriate. Additionally, Eracent has very frequent interactions with several major industry analysts and organizations including Gartner, IAITAM, Forrester, ITAM Review, Info-tech, IDC, and more, so we become aware of industry needs and trends in real time.

5. Provide an application programming interface (API) to interface with other systems.

The Eracent system can share data with other tools and systems (such as procurement, CMDB and ITSM solutions for example) for various purposes: initial database population, record updates, and data reconciliation. This interaction occurs via a flexible, secure, easy-to-use data transfer mapping facility. It provides a repeatable, end-user-friendly interface where customers can designate table and field destination mapping and rules, with no coding or additional expense required. This facility enables integration with complementary business applications such as help desk, financial, procurement, and other systems as well as Barcode/RFID scanner databases and discovery/inventory tools.

The system can interact directly with other databases via API's, ODBC/staging tables, OData API, or web service methods/WSDL, and it can accept data in virtually any spreadsheet or flat file format (.xls, .txt, .csv, etc.). Data transfers may be scheduled and automated. When importing data from external sources, the data transfer facility provides extensive data integrity validation and previews of the information to be loaded. The system looks for primary key violations, potential duplicates, missing or Null values where details are required for data integrity, and more. The GUI and reports show details of records created and updated via each data transfer, as well as color-coded exception reports for data rows that could not be loaded due to issues. When automated data transfers are completed, detailed results emails are sent to user-specified recipients.

6. Provide a software asset management tool that is capable of recording various types of licenses organized by department within the County.

The Eracent solution enables full lifecycle tracking for licenses. Once a license is registered and uniquely Identified, it can be tracked at all times, whether it is currently deployed and discoverable or not. (Some

competing solutions employ a “discover and compare” approach, whereas licenses are only maintained “anonymously” in larger pools and if a license cannot be currently discovered, it may as well not exist.

Licenses can be assigned to departments and cost centers, individual people (e.g., end users or administrators), and devices, enabling detailed reporting by organization. Installed applications can be verified on a regular basis via discovery and inventory, and software utilization can be tracked in detail to identify opportunities to reclaim or redeploy unused or underutilized licenses. This provides opportunities for significant cost savings on licenses. Automated license reclamation based on software utilization information is supported via workflow in conjunction with SCCM or other tools.

7. Provide discovery software installed across the computer network, and collect software file information such as title, product ID, size, date, path, and version. This discovery software should not severely impact the performance of the workstation or network. Identify the expected performance impacts.

Eracent’s ITMC Discovery provides cross-platform discovery (Publisher, Product, Version, Edition, Install Path, Software Type and Software Function) and utilization monitoring with the level of accuracy and breadth of scope required to effectively manage even the most complex enterprise infrastructures. Eracent’s ITMC Discovery solution consists of several dedicated function sets that provide specialized detection and reporting results:

- Network Discovery
- Detailed Software and Hardware Discovery
- Desktop Utilization Monitoring (Software)
- Server Utilization Monitoring (Software and Hardware)

Eracent’s proven inventory and discovery technology has been in continuous production and evolution for almost two decades. From inception, ITMC Discovery was designed for deployment on worldwide networks comprised of hundreds of thousands of computers, running over heterogeneous network architectures, without requiring any significant infrastructure build-out.

From the deep-dive scanning perspective, ITMC Discovery provides:

- Cross-platform coverage for Windows, UNIX/Tru64, Linux, Solaris, AS/400, AIX, Macintosh, Citrix/XEN Servers, Android, Blackberry and iOS devices.
- Agent-based and agent-less approaches that provide identical results
- Offline scanning (for machines which are disconnected from networks), DMZ and cross domain discovery
- Discovery in virtual server environments, with associations between guests and host operating systems. Support is provided for VMWare, Hyper-V, Solaris Zones, XEN and AIX LPAR environments. Additionally, applications are detected natively for App-V (SoftGrid) and Citrix XenApp.
- SQL Cluster detection and reporting
- Daily software signature audit file updates. Eracent maintains over 620,000 meaningful, business-centric software titles in its knowledge base to enable an average of 95+% accuracy in software detection.
- Bespoke software detection to support discovery and identification of in-house or custom built applications

- Software data normalization to support proactive license management efforts, including the use of the license reconciliation functionality of Eracent’s ITMC Lifecycle solution.
- Standards Compliance Management – monitoring and enforcement of customer-defined standards that determine the range of versions of applications that are acceptable within the environment. This includes anti-virus, bespoke and off the shelf applications.
- ISO 19770-2 Software ID Tag detection and reporting
- Local and Remote Scanning Options
- Direct Oracle Database discovery and querying of options installed and used
- Historical Reporting of software and hardware changes over time with automated alerts

The following network statistics were collected using the DU Meter application during an Eracent scan process:

	Incoming	Outgoing
Elapsed time	11 min 17.2 sec	
Total of data transferred	22.3 KB	501.9 KB
Maximum transfer rate	1.3 KB/s	39.0 KB/s
Average transfer rate	0.0 KB/s	0.7 KB/s

Note that this is an initial scan and not a delta scan. The Eracent solution is designed to have extremely low bandwidth across its different discovery methodologies. Capabilities that lower network bandwidth include the ability to perform differential inventory scanning. Software Utilization lowers the bandwidth by not tracking content of usage but usage interaction only. This lower's usage data to less than comparable email traffic. Additionally, data is compressed before being sent to the collection server saving additional bandwidth. Also, the Eracent solution supports a distributed collection processes. Additionally, secondary collectors can store and forward data immediately or can store and forward data on a scheduled basis to conserve bandwidth if required. If using 3rd party tools for data collection, the network bandwidth required is lower since the 3rd party tool has already collected the necessary information.

8. Provide a software license auditing tool that will run over the network and identify deployed licenses across all systems of the network. This tool should provide reporting of installed licenses to a centralized database.

The Eracent solution provides a software discovery method which can be run with no agent installation on target devices via our network discovery process. This data is gathered securely and written to the centralized SQL Server database. This process will discover your detailed hardware and software information (including network devices) down to the Publisher, Product, Version and Edition level. Eracent’s web based reporting interface provides out of the box reports for your use along with the ability to create thousands of highly-detailed reports via the Advanced User Defined Query facility. These queries can include and combine multiple fields from multiple objects in a single query. These queries can be saved for re-use, shared or kept private, and scheduled to be run and delivered to selected recipients via email on a scheduled basis. The ability to get complex reports that include the exact data elements that are required enables management to make better informed decisions. If you wish, you may also use SQL Server reporting Services (SSRS) for custom dashboards or any 3rd party

dash boarding tool which is compatible with SQL Server databases. To help with using 3rd party reporting tools, Eracent publishes its database schemas and dictionaries for customer use.

9. Track software license keys along with key information such as software product, owner, and installed location.

The Eracent solution natively discovers the full license keys stored on each target computer. In addition to the FULL key itself, the solution discovers the associated license key attributes such as Description, Product ID, User, Publisher, Product Name and Installed Path.

10. Provide an inventory of the assets for all systems.

From the inventory perspective, using the Eracent solution, the County can have extremely accurate and comprehensive cross-platform discovery and inventory data from its physical, virtual and cloud environments. Both agent-based and zero-footprint approaches are supported. Detailed utilization monitoring is also provided for applications and server hardware, identifying opportunities for savings and efficiencies. These functions are described in more detail later in this response document.

The ITMC solution provides a software recognition and normalization process referred to as SCANMAN™. Eracent's accuracy is rooted in its unique discovery methodology. The Eracent solution utilizes two primary libraries for identification, normalization and catalog building: the SCANMAN knowledgebase and a comprehensive SKU-based product library.

The Eracent solution has an extremely accurate software recognition and normalization engine that uses the extensive SCANMAN knowledge base to identify software applications. This can be configured to be 100% accurate for software detection and recognition and ultimately compliance of the entire estate. Out-of-the-box, the solution typically reaches around 95% accuracy, but by working with the Eracent audit team, a 100% accuracy level can be achieved relatively quickly. We do this by analyzing collection results and identifying collection failures that are shown in the unknown software reporting areas of the solution. Eracent takes 100% of the responsibility for updating the software titles knowledge base as part of its support and maintenance package. The audit file is updated on a daily basis and currently holds approximately 736,000 enterprise application entries. Eracent will also guarantee the proper discovery of privately created or bespoke software if your organization will allow us access to your data. Eracent's patented unique software identification process utilizes the following elements to ensure complete accuracy:

- Registry Entries (Windows Systems)
- Package Properties (For Non-Windows Systems)
- File combination fingerprint process
 - ✓ Not just commercial off the shelf software, but anti-virus .dat files, hacker applications, SMS packages and bundles, etc.
 - ✓ Allows for the ability to use combinations of file properties to define a licensable product definition (for example .exe, .dll, .com, .jar, .ocx)
 - ✓ Unlimited file types may be discovered (128 types defined out of the box)
 - ✓ Password Crackers, Key Loggers, Peer to Peer Applications
- Software Type and Software Function maintained as part of knowledgebase

- Audit Team whose sole purpose is to maintain and update at least daily (sometimes multiple times) a software, usage and hardware signature knowledgebase.

As part of regular maintenance, Eracent customers have access to the daily knowledgebase updates. When an application is not identified there are many options available to remedy the issue. You may automate the recognition by sharing anonymous scan data with our scan team on a schedule. This team will look for unknown applications and add them to the knowledgebase. You may also run unknown file reports and even be notified when unknown files are found in your environment. If the unknown application is internally developed, you may define the recognition signature with simple configuration in the web interface (no programming) or you may work with Eracent at no charge to have us maintain your private signature knowledgebase for internally developed applications. Also you may scan computers with unknown applications and send the raw, encrypted scan file to Eracent for analysis for addition to the software knowledgebase. Again, this is all part of standard maintenance.

From the Lifecycle perspective for software and hardware assets, Eracent provides complete cradle to grave asset lifecycle management from planning and acquisition, through the full IMAC process, and retirement/refresh. Eracent's lifecycle management capabilities were originally designed to compete with tools that eventually became HP Asset Manager, IBM's Maximo and CA's Portfolio Manager. As a result, ITMC Lifecycle is far more robust than competitive offerings that were designed primarily to support SAM processes. It is designed to track details of all assets – whether discoverable or not – and provide a system of truth that reflects the intended state of Fresno County's assets and licenses. It tracks an authorized product catalog, ownership, assignments and allocations, contracts, financial details and more. It also leverages the County's existing tool ecosystem to provide more value from your existing investment.

11. Differentiate between named user license, volume licenses, enterprise agreement licenses, concurrent licenses, Original Equipment Manufacturer (OEM) licenses, evaluation license, and free licenses.

The software reconciliation aspects of the management application allows clients to gain an accurate understanding of their licensing positions at any time. The software reconciliation function compares licenses, grants and entitlements that have been negotiated and acquired against software installations, as reported by discovery tools such as ITMC Discovery. The software reconciliation application performs calculations by using detailed algorithms that take into account license types, hardware configuration attributes (cores, processors, etc.), negotiated use rights, and more to determine an accurate current license position. Licensing positions may be reported based on publisher, product/version, organization and more.

The software reconciliation functionality also provides:

- A reconciliation knowledgebase to manage reconciliation and reporting of products and versions against specific Publisher-provided manufacturer product codes/SKUs. This provides a repeatable and consistent process, and builds a library of information about each product and version that is utilized in the estate.
- Reconciliation of major license types, including CPU-Based, Per Device, Enterprise, Per Named User, Server-Based, Points Based, Per Processor, OEM, License Key, Per Processor Value Unit

(IBM), RVU (IBM), Single User, Site, and Concurrent. Additional license types are evaluated and added or modified regularly as dictated by market and customer needs.

- Tracking of Secondary Use Rights for development and test environments, remote installations (e.g. Mobile and home office environments) and installations and use in disaster recovery/BCP environments.
- Management of upgrade and downgrade rights by product and version to ensure that licenses are counted and credited properly during reconciliation exercises
- Detailed, color-coded reports with drill-down capabilities providing a view of products and versions that are over licensed, under-licensed or exactly compliant. The reports can also show how much money might currently be wasted due to over licensing, and how much it may cost to true up in cases where a product is under-licensed.

12. Compare licenses purchased to consumed and identify under/overages.

Installed applications can be verified on a regular basis via discovery and inventory, and software utilization can be tracked in detail to identify opportunities to reclaim or redeploy unused or underutilized licenses. This provides opportunities for significant cost savings on licenses. Automated license reclamation based on software utilization information is supported via workflow in conjunction with SCCM or other tools.

Eracent's Continuous License Reconciliation (CLR) process automates the process of comparing software installations against software purchases and entitlements. CLR modules include calculation algorithms for common license types utilized by many publishers, and it also includes publisher-specific modules. These modules include specialized calculations and leverage data elements that may only be used by a single publisher (e.g., IBM's processor value unit and sub capacity license types). The CLR calculations and reports take into account product use rights and other factors that can significantly impact entitlement counts, ensuring that customers get accurate reports that can be used to fend off or defend against publisher audits. These reports enable customers to have a continuous picture of their effective license positions for each publisher so that they can proactively make adjustments to their installed base or purchase levels for each application so that they can minimize their risk of an audit and resulting financial penalties. The CLR modules also provide "what if" modeling and optimization capabilities that enable customers to make smart deployment decisions that minimize their software expenditures while still meeting their IT requirements.

13. Provide the ability to uninstall invalid or non-compliant licenses.

The Eracent solution provides the ability to manage and automatically deploy and uninstall software applications through a combination of workflow functions and integration with SCCM or any other third party tool that supports distribution. Especially valuable is the ability to automatically reclaim unused or underutilized licenses based on software utilization data and user-defined thresholds for each application.

14. Monitor software utilization.

The Software Utilization function keeps management informed of what software is really being used by individuals, departments and entire business units. With this information, maintenance costs for unused or under-utilized software can be reduced or eliminated, and the use of unauthorized software can be stopped. Portfolio management and standard image management open up new opportunities for savings. Knowledge of how software is used supports governance and compliance efforts and results in cost savings.

Software Utilization data helps provide answers to questions such as:

Business Concerns	Analyze in depth with Software Usage
What is being used?	How long was an application open? What time of day is the application used?
How are applications being used?	Are applications launched and left unused? What applications are actually active with interaction from the user?
What are the opportunities for savings?	Is paying for a "true-up" the best choice to match licensing to actual use? Would a read-only version of the application meet the user's needs?
How can asset management eliminate risk?	Are there any illegal applications being used from USB, Flash or CD Rom drives? Is the complexity of the software on the network necessary or can security control be tightened without loss of user functionality? Is it time for a hardware upgrade or are there inappropriate files like mp3 music files on the hardware?

To answer these types of questions, Software Utilization collects and analyzes real-time hardware and software usage information for specific machines or groups of machines, regardless of their physical location and with minimal infrastructure. End users typically have a number of different applications open on their workstations whether they are working with Windows, Macintosh or UNIX applications. With the level of accuracy and completeness available through the Software Utilization function, it is possible to review the application mix on a workstation or server and determine whether an application needs to be there.

Some of the detailed metrics provided include:

- User ID
- Product Name and Version
- Process Name
- Status
- Total Time Open
- Total Foreground Time
- Launch Count (all platforms)

- I/O Bytes
- CPU Time
- Total Mouse Clicks and Key Strikes
- Installation Location

15. Describe any related modules that might include order tracking, hardware tracking, or any supplemental products that might benefit the County of Fresno and include separate pricing for these models.

All necessary modules have been described in the above "Scope". Pricing for these modules can be found in section 12, "Cost Proposal".

SYSTEM ARCHITECTURE

Describe how the SAM may provide the specific functionality required to support the architecture components requirements

1. Describe how your proposed system is consistent or compatible with the following desired architecture components:

- A. Browser-based architecture which maintains a centralized data repository and processes that data on a central application server.

The Eracent solution is 100% browser based for reporting and administration. The solution supports Internet Explorer, Chrome, Firefox and Safari. It can also be used on mobile device browsers. All data is collected, normalized and stored in a central SQL Server database on premise or in a dedicated instance in the Eracent hosted environment (if using our hosted solution).

- B. Operate on a data network developed and maintained by ISD, which will include Local and Wide Area Networks (LAN/WAN).

The Eracent solution supports discovery and operation within both LAN/WAN environments. You may collect data on your LAN using Eracent's native discovery process or importing data from 3rd party discovery sources (i.e. SCCM, etc.). For WAN collection, you may place a collector in your DMZ, for collecting discovery information from devices which only connect to the internet. If this is not desirable, you may also scan devices offline using Eracent Stand Alone Scanner, which requires no network connectivity.

- C. Hardware, operating system, database management system, and programming languages which are currently supported and commonly used in the IT industry.

The Eracent solution uses SQL Server for the database, Internet Information Services for the web interface and C and C++ for its programming language. All of which are common and supported industry methodologies.

D. An API

The Eracent solution provides standard API interfaces for both importing and exporting data. Specifically, OData, ODBC and Web Service support. Additionally, flat file importing and exporting is available. The API supports the following Authentication methods:

- a) Integrated Windows Authentication (it uses Kerberos/Negotiate or NTLM under the hood) -- this is the default authentication scheme,
- b) Basic Authentication -- the provided credentials must be the login name and password of a Windows user (local or domain user).

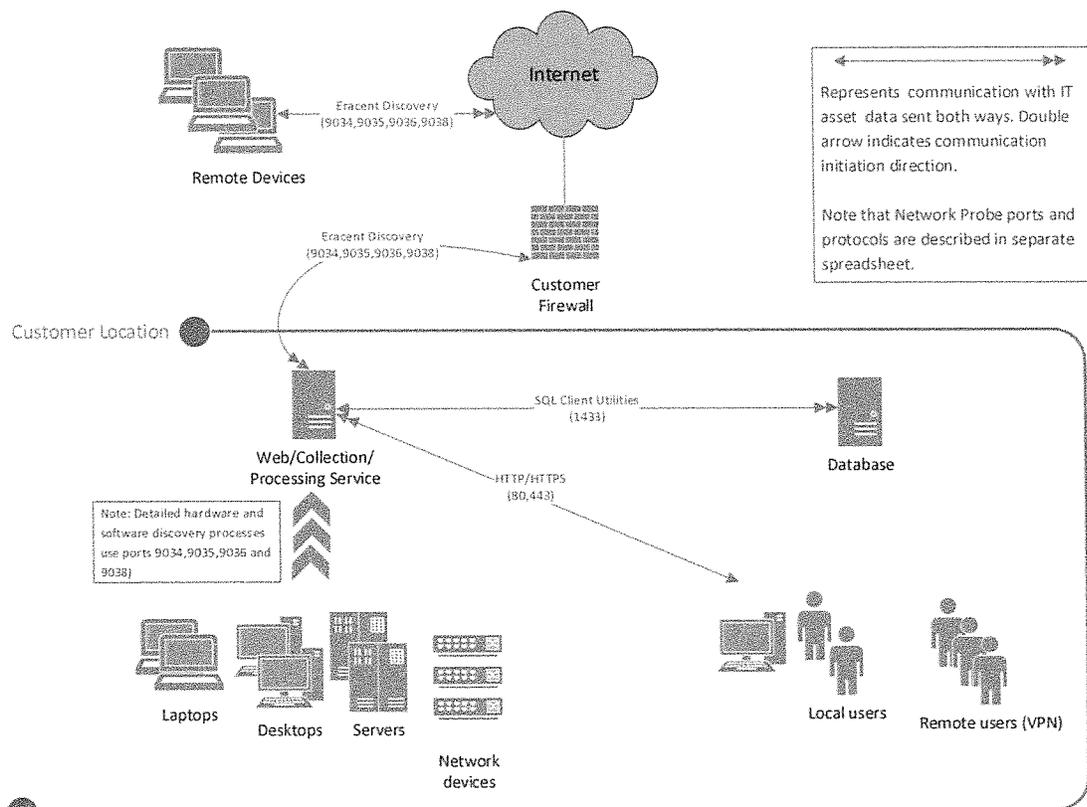
E. A software development kit(SDK)

For workflow management and creation, the Eracent solution provides a process studio platform where you may change and create your own workflow processes. Additionally, you can also use tools such as Visual Studio for workflow change or creation. Note there are many ways to extend the functions of the tool via the native web interface configuration area, requiring no programming or database changes. Examples of this are unlimited conditional alerts, unlimited user defined fields, unlimited custom reports. You may also connect to our solution with any 3rd party reporting tool (if desired) to create external dashboards.

2. Provide high level diagram(s) of the overall proposed/recommended system including inbound and outbound information flows through the different components of the system.

The following is an architectural overview diagram listing the components of the solution with inbound and outbound information flows. Note the collection, processing and web services can be combined or expanded in a distributed manner depending on your preferences. Note depending on what discovery deployment options are deployed (if using the native Eracent discovery process), some ports may not be needed.

Eracent On Premise Architecture



3. Provide a description of who/where the various components fit in the overall system. Indicate where each component resides, i.e., server, desktop PC, etc.

The following components will be installed in your environment (note all servers for the Eracent backend support Windows Server 2008 R2, 2012 or 2012 R2 with latest service packs):

- A. Database Server (Installed on a physical or virtual server) – This component stores all collected and normalized data within your environment. Eracent supports SQL Server 2008 R2 or Higher.
- B. Collection Server (Installed on a physical or virtual server) – This component collects data from the Native Eracent scanning processes or through 3rd Party Discovery Tools (i.e. SCCM).
- C. Web Server (Installed on a physical or virtual server) – This component runs IIS and servers to provide the Eracent web interface for reporting and administration of the solution.
- D. Processing Server (Installed on a physical or virtual server) – This component processes the raw collected data and normalizes it before writing it to the Eracent database. Note this is often installed on the same server as the collection process, but if desired can be run on its own server.

- E. Eracent Discovery Services (Installed on a physical or virtual server desktops and servers) – This component performs the detailed hardware and software discovery scans within the environment. It can either be installed locally as a service or it can be run in a zero footprint mode from the collection server with no footprint on the locally scanned device. If using SCCM as your data source, this component is not required, although your usage data gathering will be limited to the capabilities of SCCM. Note: If software usage from the Eracent native process is desired, you must install the Eracent service on each target device to gather the usage information.

4. Describe what is shipped to your customers, i.e., source code, object code, manuals, documentation, sample reports, etc.

The following items are downloaded by the customer once the engagement with Eracent has begun:

- A. Installation files of the Eracent solution for setup of all Eracent components including:
 - 1. Database Installation
 - 2. Web Service Installation
 - 3. Collector Services Installation
 - 4. Processing Services Installation
 - 5. Out of the Box Reports and graphical Custom Report Builders
 - 6. Eracent Native Discovery Clients (both agent and zero footprint)
 - 7. Eracent Data Extraction Integration Service (for import of SCCM data if desired)
- B. Eracent License Key File
- C. Eracent Certificate File (to be used to encrypt your data)
- D. Installation, End User and Administration Guides

TECHNOLOGY REQUIREMENTS

The SAM must be capable of operating within the existing Fresno County IT environment including its Local and Wide Area data network and hardware and software infrastructure. It must comply with internal County IT standards so the application does not require its own separate technical environment, and have the capability of inter-operating, integrating, and/or interfacing with County systems as well as with standard office automation products.

1. The application must run on a client operating system that is consistently and currently supported by the operating system vendor. Applications under maintenance are expected to always be current in regard to the required client O/S. No outdated or unsupported client O/S will be implemented on the County network.

The Eracent solution fully meets this requirement by supporting the latest versions of your supported operating systems for the Eracent backend and by also supporting the latest and earlier versions of your listed desktop and server operating systems for the discovery process.

2. In order to support a secure environment, the application must run on the latest supported release of any required third-party software, such as JAVA, Flash, etc. within 30 days of release.

The Eracent solution does not require the installation of JAVA, Flash or other 3rd party software for discovery or reporting. If you wish to create MSI's or RPM packages of the Eracent discovery agent, this

would require installing the latest version of JAVA for use with the Eracent backend, but this is optional. Note Eracent will always support the latest version of JAVA (should you choose to use it), within 30 days of release.

3. Should the SAM require installation of software on the client PC, the SAM will not be installed under a specific User Profile. It must install and be available to all users on the all users' desktop.

There is no software to install on the client PC for reporting as the solution is web based.

4. Administrative rights will not be granted to either the client or the server in order for a user to perform day to day operations of the SAM. An account may be granted elevated privileges in order to do data collection.

Eracent fully meets this requirement by allowing role based security assignments for accessing the web based interface to not only control who can get into the reporting solution, but also control what functions they can perform and even what data they are allowed to see. For data collection, the discovery process will run as "System" in the windows environment. For non-windows environments, elevate privileges are typically granted as a best practice.

5. The SAM must use generally accepted IT industry methodologies for software design, especially for external data exchange interfaces, Application Programming Interfaces (APIs), and interfaces to common infrastructure support services

Eracent has designed the integration aspect of the solution with secure, scalable industry standards in mind. The solution utilizes Web Service calls and ODBC, OData restful API exchanges. The API supports the following Authentication methods:

- a) Integrated Windows Authentication (it uses Kerberos/Negotiate or NTLM under the hood) -- this is the default authentication scheme,
- b) Basic Authentication -- the provided credentials must be the login name and password of a Windows user (local or domain user).

6. Respondents must describe the technology underlying your proposed solution and the extent of its compatibility with the Fresno County IT standards described above.

The technology used within the Eracent solution is fully compatible with Fresno County's IT standards out of the box. The Eracent backend components are comprised of a SQL Server Database, IIS Web Server and Eracent collection and processing service components (described above). All will be deployed on Fresno County's supported Windows Operating Systems. Eracent also fully supports the integration with Fresno County's SCCM installation if it is desired to bring in this data as a discovery source. From a client computer discovery perspective, the Eracent solution is fully compatible with your supplied list of operating systems out of the box both from a installed agent perspective as well as a zero footprint (agentless) perspective.

7. Respondents must fully describe the hardware, software, and network capability required to

implement and operate the proposed system for current user and client volumes, as well as to accommodate a potential 15% annual increase over a five-year period.

Summary

The following single-server specification for Eracent Information Technology Management Center (ITMC) is recommended in support of up to 11,500 (accounting for 15% growth) v10.x end points running inventory (EPA) and software usage (EPM) agents with historical inventory data retention enabled and life cycle/entitlements management features in use.

- Inventory scanning support is based on typical frequency of every 7 days.
- Software usage support is for up to 15 applications metered on all user end points with data retained based on a 90 day currency factor.
- Server utilization monitoring (SUM) is intended to be installed on servers only with data retained based on a 90 day currency factor.

Note that there are many variables that will affect disk space requirements therefore disk space requirements may change over time based on configuration changes.

Web, Collection and Processing Server:

Hardware Recommendations:

CPU cores: 8

Memory: 24 GB

Hard drive: 170 GB

NICs = 1.1Gbps (2 NICs preferred for direct inter-server connection)

Software Recommendations:

The list below is a guideline for the minimum software requirements for servers. The number of servers required and their specific hardware and software configurations will depend on which modules are installed, the number of scanned assets, frequency of scans, frequency of users running reports, among other various factors. Your Eracent account representative will work with you to determine the appropriate hardware and software configuration for your environment.

- Windows Server 2008 R2, 2012 or 2012 R2 with latest service pack applied.
- Customer's certificate prepared by Eracent
- Sun Java JRE 1.6 or higher for 32-bit or 64-bit Windows systems (required to create agent packages or client installers for Solaris (.pkg), Linux (.rpm) or Android)
- Only for Android agents – 32-bit or 64-bit version of Java Development Kit (JDK). The %PATH% environment variable should contain path to JDK's bin folder.
- For Windows Server 2008 R2 the following hotfix should be applied:
<https://support.microsoft.com/en-us/kb/980368>
- Internet Information Services (IIS) v7.5 or higher
- Microsoft .NET Framework 4.5 (this should be installed AFTER the Web server role is added)

- The IIS built-in users group called IIS_IUSRS should have Write permission on the %Windows%\Temp\ directory
- The IIS built-in users group called IIS_IUSRS should have “Read” and “Write” permissions granted on the “%Windows%\Microsoft.NET\Framework64\v4.0.30319\Temporary ASP.NET Files” directory
- The IIS built-in users group called IIS_IUSRS should have the following rights granted by the Local Security Policy
 - Impersonate a client after authentication
 - Log on as a batch job
- The following Windows services running
 - Distributed Transaction Coordinator (MS DTC),
 - Windows Task Scheduler.
- The Distributed Transaction Coordinator (MS DTC) Windows service configured to allow inbound and outbound network access in case of a split-server installation.

Database Server

Hardware Recommendations:

CPU physical cores: 8

Memory: 32 GB

Hard drive: 725 GB

NICs = 1.1Gbps (2 NICs preferred for direct inter-server connection)

Software Recommendations:

The list below is a guideline for the minimum software requirements for servers. The number of servers required and their specific hardware and software configurations will depend on which modules are installed, the number of scanned assets, frequency of scans, frequency of users running reports, among other various factors. Your Eracent account representative will work with you to determine the appropriate hardware and software configuration for your environment.

- Windows Server 2008 R2, 2012 or 2012 R2 with latest service pack applied.
- SQL Server 2008 R2 or higher (with service packs) with the following components installed:
 - Database Services with Full-Text Search with SQL Server default settings including SQL_Latin1_General_CP1_CI_AS collation (Dictionary order, case-insensitive for use with 1252 Character Set),
 - Reporting Services configured
 - SQL Server 2008 R2 or higher Client Components (optional but recommended for verification steps on the database server).
- The following Windows services running
 - Distributed Transaction Coordinator (MS DTC).
- The Distributed Transaction Coordinator (MS DTC) Windows service configured to allow inbound and outbound network access in case of a split-server installation.

8. Respondents must identify the specifications and quantity of each hardware, software, network or

telecommunications component required to operate the proposed system at the performance levels specified above.

Please refer to the answer provided in question number 7 above.

Implementation and Professional Services Description

The following implementation pricing and description has been arranged for Fresno County. This price represents our best estimate to execute the implementation according to the objectives set forth by the Fresno County RFP.

ITMC Discovery Module: \$10,000

ITMC Lifecycle Module: \$15,000

CLR Base Module: \$5,000

Total: \$30,000.00

Eracent Professional Services

Our typical implementation teams consist of the following:

Project Manager – Eracent will provide a project manager to handle project management responsibilities, including system design, tracking progress against schedule, matching resources to requirements and managing costs.

Technical Consultants – Eracent provides highly skilled consultants that provide a broad range of skills to provide support for hardware/software installation, product installation, testing and tuning, and infrastructure optimization. They also provide technical guidance and support throughout the implementation.

Functional Consultant (SMEs) – Eracent provides lead SME consultants that provide best practice knowledge around Eracent product solutions. Our functional consultants each have several years of experience and bring a deep functional knowledge of the Eracent products and our implementation best practices and methodology.

Eracent will perform the implementation based on our five phase implementation methodology:

1. Project Initiation
2. Solution Design
3. Configuration and Construction
4. Deployment Readiness
5. Go-Live and Stabilization

Project Initiation Phase. This Phase consists of the kick off meeting (including related preparation and documentation), validation of the project scope, and the development of the Project Plan. This Phase also outlines roles and responsibilities for the distinct tasks in the Project Plan, and documents the project governance process.

Solution Design Phase. In the Solution Design Phase, the implementation will focus on performing a business analysis to understand the technical infrastructure for discovery, sources for asset management (contracts, purchase orders, etc.) and processes, and software compliance and reporting requirements. Based upon the business process analysis, initial system design documentation will be compiled, reviewed and accepted by Licensee. The analysis will document current practices and how the Eracent Software must be configured to meet the business process design identified in the Project Initiation Phase.

Configuration and Construction Phase. Eracent will configure the SOW Software based on the functional design document that has been developed and approved during the Solution Design Phase. Pilot deployment of Eracent discovery tools to validate configuration will take place during this phase. Data conversion and/or data loading will occur during this Phase in order to provide data needed to perform testing of the Eracent solution. A mapping document will be created for data conversion along with testing and validation of the data loads. End User training plans will be developed during this Phase.

Deployment Readiness Phase. This Phase will focus on testing the process design elements identified in the Solutions Design Phase. Functionality will be tested to validate that design requirements are consistent with the functional design document. Testing will be conducted to validate processes and any final changes to configurations are made to support the functional processes.

End-to-end testing will be conducted to verify the functional interaction between the modules of the SOW Software. Formal Training in preparation for Go-Live is typically performed during this phase.

Go-Live and Stabilization Phase. This Phase requires Licensee to monitor that cutover and Go Live is in accordance with the Project Plan and resulting design documentation. Eracent Consultants will assist in answering any post Go Live functionality questions and provide any outstanding or updated implementation documentation during this phase.

Deliverable Description
Phase 1: Project Initiation ➤ Baseline Project Plan
Phase 2: Solution Design ➤ Solution Configuration design document ➤ Data Sources Provided with Mappings
Phase 3: Configuration and Construction ➤ Configuration and Construction sign-off
Phase 4: Deployment Readiness ➤ Functional Testing signoff document

<p>Phase 5: Go-live (System Ready for Production)</p> <ul style="list-style-type: none"> ➤ Production Migration instructions ➤ Project close document

Resource requirements split out by role & responsibility for both Fresno County (“Licensee”) and Eracent:

Roles & Responsibilities

The success of this project requires cooperation and contribution of resources from each party. The following tables define possible roles and high-level responsibilities of the parties’ resources that may be utilized as part of this implementation.

Licensee Roles & Responsibilities

Role	Responsibilities
Project Lead	<ul style="list-style-type: none"> • Appointed and dedicated at project start as the primary point of contact • Define priorities and approve timeline of scope activities • Monitor and approve invoices and expenses • Problem escalation and resolution • Risk mitigation • Scope management • Manage any third parties involved with the Services to be provided by Eracent
Functional Core Team (Functional Lead and/or Business Process Analyst)	<ul style="list-style-type: none"> • Provide procedures documentation, if available • Provide pertinent information (e.g. business requirements, field values, etc.) • Report problems/issues to Project Manager as appropriate • Create test scripts for Acceptance Testing scripts • Conducting UAT and signing off on Testing Phase

Eracent Roles & Responsibilities

Role	Responsibility
Project Manager	<ul style="list-style-type: none"> • Primary contract point for the project • With Licensee Project Lead create initial implementation strategy and plan; monitoring progress and budget • Coordinate with Licensee Project Lead to schedule on-site consultant visits • Anticipate and escalate issues to Licensee Project Lead • Risk management • Manage change order process and scope management • Schedule and facilitate status meetings
Functional Consultants	<ul style="list-style-type: none"> • Provide product and process information and guidance • Provide technical expertise and recommendations • Perform instruction and/or informal training for SOW scope items • Support the Project Manager and Technical Consultant(s) • Support System Testing and Acceptance Testing • With the Technical Consultant(s), record and track ITMC

Role	Responsibility
	issues/bugs/defects to resolution <ul style="list-style-type: none"> • Validate ITMC configuration, workflows, database, and reports match the design specifications in the approved Design Document • Develop Native custom query reports
Technical Consultants	<ul style="list-style-type: none"> • Install, test, debug, and deploy SOW software • Provide support with infrastructure configuration and installation activities • Assist in deployment strategy and execution • Creation of ITMC Lifecycle workflows • Establish the database environments for the Production and the Development/Test Servers

Eracent’s Professional Services team is located in-house. All Eracent team members have a minimum of 10 years of full-time employment at Eracent and have performed countless implementations in the past, all with great success.

The following is Eracent’s current billing rate table for the various Consultant types that may participate in the future SOWs.

Consultant Role	Hourly Bill Rate	Discounted Rate 10%
Project Manager	\$250	\$225
Technical Consultant	\$200	\$180
Functional Consultant (SME)	\$200	\$180

As overall spend levels increase, a 10% discount will be applied to the overall rate. This level will be negotiated with The County prior to any work being performed. Eracent’s Professional Services team is located in-house. All Eracent team members have a minimum of 10 years of full-time employment at Eracent and have performed countless implementations in the past, all with great success.

Project Plan

Resources will perform many of these functions on-site as mutually agreed with Project Coordinator. Remote (i.e. work from home) connectivity to be made available to consultants provided it is approved by Fresno County and does not impact project milestones.

Below is a sample project plan. Note that while the total plan days is 53 days in duration, many tasks can be done concurrently which can decrease implementation time. You scope and customer access to data and resources may impact that timeline. It should also be assumed that resources are 100% dedicated to the deployment of the solution to meet the timeline.

	Task Name	Duration	Resource Names
1	Asset Management Implementation Plan		

2	Project Preparations (prior to project start)	1 day
3	Prepare / Gather documentation	1 day Customer
4	Onboard Eracent Resources	1 day Customer
5	Legacy data sources (sample files if available)	1 day Customer
6	Infrastructure Preparation Activities	1 days
7	Finalize Hardware Specifications	1 day Eracent, Customer
8	Hardware Available and Setup	1 days
9	Asset Management Implementation	
10	Project Initiation	3 days Eracent, Customer
11	Kick Off Meeting	1 day Eracent, Customer
12	Provide Baseline Eracent Project Plan	1 days Eracent, Customer
13	Finalize Project Plan	1 days Eracent, Customer
14		
15	Eracent Suite Implementation	53 days
16	Install Servers (per environment)	2 days
17	Set up Hardware	1 day Customer
18	Install SOW software	1 day Eracent, Customer
19	EAM Deployment	10 days
20	Deploy Inventory Processes	10 days Customer, Eracent
21	Install HR Feed	2 day Customer, Eracent
22	UAT - review data collected, sign off on deployment	1 days Customer
23	Lifecycle Solution Requirements and Design	15 days
24	Lifecycle Application Configuration and Settings	5 days
25	Application configuration Requirements	3 days Eracent, Customer
26	General Application Settings	1 day Eracent, Customer
27	Reference and Process fields (Categories, Catalog)	2 days Eracent, Customer
28	Data Migration Requirements	3 days
29	Determine Data Feed Sources	1 days Eracent, Customer
30	Define Data Feed Source Mapping Definitions	2 days Eracent, Customer
31	Security Requirements	1 day
32	Determine Baseline Security Levels	1 day Eracent, Customer
33	Solution Design Document	5 days
34	Solution Design Doc (version 1)	3 days Eracent
35	Solution Design Document Updates	1 days Eracent
36	Solution Design Document Sign-off	1 day Eracent, Customer
37	Configuration and Construction	15 days
38	Lifecycle Application Configuration	10 days
39	Construct based on Design document	10 days Eracent
40	Data Migration (parallel to App Configuration)	15 days
41	Develop Import templates/Staging tables	10 days Eracent

42	Import data for testing (i.e. Purchasing, Contracts)	2 days	Eracent
43	Deliver for testing and acceptance	1 day	Eracent
44	Test and Tune	2 days	Eracent
45	Deployment Readiness	11 days	
46	Application Test Lifecycle	11 days	
47	Develop Test Plans	3 days	Customer
48	Execute Test Plan and Tune	5 days	Customer
49	Test Summary Signoff	2 days	Customer
50	Training (per SOW)	1 day	Eracent
51			
52	Go - Live	1 day	
53	Execute Go Live	1 day	Customer, Eracent
54	Project Closeout	1 day	Customer, Eracent

Training Options

Eracent provides formal training classes led by Eracent SMEs for each of the Eracent modules. In addition, custom supplemental training can be arranged on a per case basis. Documentation is also provided for each specific module during implementation.

Recommended training courses are listed below and are available upon request.

Course Title	Price
ITMC Discovery 10.x: End-User Training	\$1,000
ITMC Lifecycle 10.x: End-User Training	\$1,000
ITMC 10x: Administrator Training	\$1,000
CLR: Entitlements Management User Training	\$1,000

On-site training per course is \$1,000 per course. We also provide the option of performing training over multiple short remote (i.e. WebEx) sessions at the same cost. This can vary widely depending upon customer's desire and/or requirement for on-site consulting. Typically, a lot of our work can be done remotely to minimize travel costs and efficiently use consulting hours.

Eracent Annual Maintenance and On-Going Support

Annual Support and Maintenance

Eracent provides a standard unique maintenance program. Each client is provided both a primary support engineer, as well as a backup support engineer to assist with any issues. In addition, all Eracent Engineers have direct access to Eracent development and management teams for problem escalation and resolution. Eracent will support customizations for any defects. Configuration (items that do not require custom development work) are typically covered and resolved by your support engineer. All customers with active maintenance agreements are entitled to all future software upgrades for licensed products.

This package includes the following:

- A primary Technical Support Engineer to provide support for any technical issues.
- All major/minor upgrades, updates, new versions, and enhancements of the software.
- Unlimited access to product documentation.
- Software Knowledge Base updates.
- Mutually Approved Enhancements.

Additional devices acquired throughout the year will be added (true-up) thirty days prior to the maintenance support renewal date (date of signed software license agreement). Annual maintenance payment is due 30 days prior to renewal date.

Eracent takes a boutique approach in how we help and assist our clients. Annual maintenance includes complete access to our Customer Support team. The above mentioned Eracent support engineers are full-time Eracent employees who know and understand your environment. This leads to quick resolution of all issues.

SERVICE LEVEL AGREEMENTS (“SLA”)

Eracent provides support to its global client base from locations in the New York metro area, Atlanta, GA, Houston, TX, and Europe. All support representatives are long-time Eracent employees who maintain close relationships with their assigned customers. These representatives have access to multiple versions of each Eracent application in both physical and virtual environments, and their shared base of knowledge allows for quick and thorough resolutions to most client issues that may arise. Standard support hours are 9AM – 5PM Eastern. Extended support hours can be negotiated as part of the contract

Eracent has a standard Service Level/Escalation policy for Service Calls as defined below.

Severity Level	Initial Response	Interim Resolution	Final Resolution
Severity 1 Critical Service Impact	Efforts to respond within 1 Business Hour; not to exceed 4 Business Hours	2 business days	5 business days

Severity Level	Initial Response	Interim Resolution	Final Resolution
Severity 2 Significant Service Impact	Efforts to respond within 4 Business Hours; not to exceed 6 Business Hours	7 business days	10 business days
Severity 3 Moderate Service Impact	Efforts to respond within 6 Business Hours; not to exceed 8 Business Hours	10 business days	TBD per instance
Severity 4 No Service Impact	Efforts to respond within 6 Business Hours; not to exceed 8 Business Hours	10 business days	TBD per instance

Cost Proposal

Based on the requirements outlined by The County, Eracent proposes the following products:

ITMC Discovery - comprised of the following:

- **ITMC Discovery Base** – Includes the SCANMAN™ Software Recognition and Normalization Knowledgebase, the Network Probe, and the Management and Reporting Interface.
- **ITMC Discovery: Desktop-class Inventory (agent and zero-footprint)** – Provides full inventory for physical and virtual desktop-class platforms (e.g., Windows and Mac). Uses agent-based or agentless methodologies; for connected and non-connected devices.
- **ITMC Discovery: Server-class Inventory (agent and zero-footprint)** – Provides cross-platform inventory for physical and virtual Windows Server, UNIX, Linux, AS/400 and AIX environments. Uses agent-based or agentless methodologies; for connected and non-connected devices.
- **Software Utilization:** Detailed application usage measurement and reporting.
- **Eracent Data Normalization** Includes:
 - The SCANMAN™ Software Recognition and Normalization Knowledgebase
 - Any existing, modified or new **Eracent Data Extractors (EDEs)** as required. The EDEs connect various discovery sources to the Eracent SCANMAN database.

ITMC Lifecycle- Complete Lifecycle Management for Assets and Licenses

- **Continuous License Reconciliation (CLR™) Modules – License Reconciliation and Optimization**
 - **CLR™ Base**, which provides License Reconciliation and ELP Reporting for many major publishers using "common" license models. Specialized Microsoft and Adobe functionality is included, as well as reconciliation and reporting for many other major publishers.

License Type/Pricing

The following pricing proposals are based on an estimated environment of 10,000 executable platforms. If these estimates are not accurate, pricing may be estimated using the "per unit" breakdown provided with each module.

Perpetual On-Premise License: One-time payment with recurring annual maintenance. Covers the full enterprise; valid as long as maintenance is current. Solution is implemented inside Fresno County and is managed by Fresno County's staff.

ITEM	UNITS	UNIT PRICE	TAX	TOTAL
SOFTWARE / INSTALLATION / TRAINING / HARDWARE				
Software (Application) Cost: <i>ITMC Suite: Discovery, Lifecycle & CLR</i>				
Workstation/User Licenses (Included)	10,000	\$6		\$60,000
Server License (Included)				
Total Software Cost				\$60,000
Installation				
Specify the installation Fees				
<i>ITMC Discovery Module</i>		\$10,000		\$10,000
<i>ITMC Lifecycle Module</i>		\$15,000		\$20,000
<i>CLR Base</i>				5,000
Project Management Fees: (Included)				
Travel Expenses (Optional. Most implementations can be done Remotely. Travel expenses are estimated)		\$6,000		\$5,000
Total Installation Cost				\$40,000
Training at County of Fresno Location				
Train the Trainer – Admin/Supervisor				
<i>ITMC 10.x: Administrator Training</i>	1	\$1,000		\$1,000
Train the Trainer – Data Entry Clerk				
<i>ITMC 10.x: End-User Discovery Training</i>	1	\$1,000		\$1,000
<i>ITMC 10.x: End-User Lifecycle Training</i>	1	\$1,000		\$1,000
<i>CLR™: Entitlements Management User Training</i>	1	\$1,000		\$1,000
Additional Cost for 1 Day of Training (Optional)	8 hours	\$125/hour		\$1,000
Estimated Travel Expenses (Optional. Most training can be done remotely. Travel expenses are estimated)				\$2,000
Total Training Cost				\$7,000
Hardware				
List and Specify Hardware required for system				
Total Hardware Cost				
Taxes				
Total System Cost				\$107,000
MAINTENANCE COST – ANNUAL				
Maintenance (to be paid annually)= 20% of total ITMC Software cost				\$12,000
Discounts (indicate discount type, % as well as \$ amount): <i>State and local Gov. discount. 10% off</i>				-\$1,200
Total Annual Maintenance Cost – Year 1				\$10,800
Total Annual Maintenance Cost – Year 2				\$11,124
Total Annual Maintenance Cost – Year 3				\$11,457
Total Annual Maintenance Cost – Year 4				\$11,800
Total Annual Maintenance Cost – Year 5				\$12,154

*Eracent does not collect taxes from clients. Taxes not included in proposal

Proposed 3 year Pricing Guideline for Fresno County

	Year 1	Year 2	Year 3
Perpetual Software License Cost: ITMC Discovery, Lifecycle & CLR	\$60,000		
Implementation & Services	\$35,000		
Hardware	N/A	N/A	N/A
Training and Education	\$4,000		
Total Cost:	\$99,000		
Annual maintenance	\$10,800	\$11,124	\$11,457

Total Cost: \$99,000

(Tax and travel not included. Eracent does not collect tax from clients)

Annual Maintenance: \$10,800

Thank You for your continued interest in Eracent's IT Management Center. We value the opportunity to work and partner with a noteworthy client such as Fresno County. If you have any questions, please do not hesitate to reach out.

Sales Contact at Eracent:

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Ottsville, PA, USA 18942
Phone: +1- 908-537-6520

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. All signatures must be in **blue ink**.
2. The Request for Proposal (RFP) has been signed and completed.
3. Addenda, if any, have been completed, signed and included in the bid package.
4. **One (1) original plus seven (7) copies** of the RFP have been provided.
5. **Two (2) reproducible compact discs** of the RFP have been provided.
6. Provide a Conflict of Interest Statement.
7. The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
8. The completed *Criminal History Disclosure Form* as provided with this RFP.
9. The completed *Participation Form* as provided with this RFP.
10. The completed *Reference List* as provided with this RFP.
11. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
12. Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>208-5407</u>
Closing Date:	<u>January 28, 2016</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Software Asset Management System</u>

Return Checklist with your RFP response.

ATTACHMENT C

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its board members has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	