COUNTY OF EL DORADO

Purchase Contract

VENDOR

SECURE SMART SOLUTIONS LLC

1338 RIDGEDALE CT

ROSEVILLE, CA 95661

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Contract # 8711

SUBJECT TO TERMS AND CONDITIONS ON WEBSITE
https://www.eldoradocounty.ca.gov/County-Government/Procurement-and-Contracts/PO-Terms-and-Conditions

For Period: 05/10/2024 To 05/09/2025

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed) amount.

NTE: **$99,000.00**

PRICING, TERMS & CONDITIONS IN ACCORDANCE WITH BID 24-0042
.
ONE YEARTERM WITH OPTION TO EXTEND
.
MEDIA: ELECTRONIC DOWNLOAD ONLY
THIS PURCHASE ORDER IS BEING ISSUED FOR THE ACQUISITION OF SOFTWARE LICENSES,SOFTWARE MAINTENANCE, UPGRADE PROTECTION AND/OR RENEWALS OF SAME. COUNTY OF EL DORADO DOES NOT ACCEPT PHYSICAL MEDIA FOR EITHER THE INITIALPURCHASE OF SOFTWARE LICENSES AND/OR ANY SOFTWARE MAINTENANCE AND UPDATES. SOFTWARE, MAINTENANCE AND UPGRADE PROTECTION WHEN ELECTRONICALLYDOWNLOADED ARE NOT SUBJECT TO TAXATION PER THE STATE OF CALIFORNIA, CDTFA REGULATION SECTION 1502 OF TITLE 18 OF THE CALIFORNIA CODE OF REGULATIONS. SHOULD COUNTY OF EL DORADO EVER RECEIVE PHYSICAL MEDIA OR DOCUMENTATION RELATIVE TO THIS SOFTWARE AND/OR SOFTWARE MAINTENANCE AND/OR LICENSE UPDATES, THE COUNTY SHALL BEAR THE COST OF ANY APPLICABLE TAXES RELATIVE TO THIS TRANSACTION
.
CONTRACT ADMINISTRATOR: JAIME SCHREPFER, CHIEF INFORMATION SECURITY OFFICER OR SUCCESSOR
.
VENDOR CONTACT:
STEPHANIE CERVANTES
STEPHANIE@SECURESMARTSOLUTIONS.COM
916 201-7778

This Purchase Contract has been signed electronically by a duly authorized representative of the County of El Dorado.

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.

COUNTY OF EL DORADO
Procurement & Contracts
ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

INVITATION TO BID #24-0042
DUE: 3:00 PM (Pacific) – March 26, 2024
Bids may be submitted through PlanetBids or by hard copy in a sealed envelope:
Sealed Bids must be clearly marked on the outside of the package with:
"BID #24-0042– DO NOT OPEN"

ALL BIDS SUBJECT TO GENERAL TERMS AND CONDITIONS

Tenable Vulnerability Management

The El Dorado County Procurement & Contracts Division is requesting bids for the purchase of Tenable Software for our Information Technologies Department. Detailed product specifications are listed in the Quotation Schedule listed on page twelve (12).

This is a **Brand Specific bid,** only the brands listed in the Quotation Schedule will be accepted. **Alternate brands quoted will not be accepted.** Purchases will be for a one year term with an option to renew for additional two years. For bidding purposes the County of El Dorado plans to purchase all products as indicated on the Quotation Schedule, although the County makes no guarantee as to the total amount to be purchased.

Information: For additional information, contact James Jakubowski, Buyer, at (530) 621-5830, email james.jakubowski@edcgov.us. Bidders shall direct all inquiries to the County Procurement and Contracts Division Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Invitation to Bid.

ALL BIDS SHALL BE QUOTED FREIGHT PREPAID FOB DESTINATION

Prior to preparing your bid submittal, please note the General Terms and Conditions, Instructions to Bidders, Item #3 which states: Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.

Secure Smart Solutions, LLC	Stephanie Cervantes
Firm Name	Signature of Authorized Agent
1338 Ridgedale Ct	Stephanie Cervantes
Mailing Address	Print Name & Title of Authorized Agent
Roseville CA 95661	03-14-2024
City State Zip	Date
916-201-7778	
Phone	Fax

stephanie@securesmartsolutions.com
E-Mail Address

Bid results available at https://www.edcgov.us/government/contracts/pages/bid-results.aspx and at https://pbsystem.planetbids.com/portal/48157/portal-home

Bid Preparation / Submittal Checklist

[ ] All required bidder information on Page one (1) of the Invitation to Bid is completed and has the original signature of an authorized agent.

[ ] Note that erasures, overwrites, and the use of correction tape/fluid are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.

[ ] Any category bid on the Quotation Schedule, Page twelve (12) is bid 100% complete.

[ ] Note any prompt payment discounts available on Page thirteen (13).

[ ] Indicate delivery lead times on Page thirteen (13).

[ ] A valid California Seller's Permit number is entered on Page six (6).

[ ] All requirements of Invitation to Bid have been met.

[ ] Local Vendor Preference Affidavit of Eligibility if applicable. Link to form information available on Page eight (8).

General Terms and Conditions

Instructions to Bidders:

(1) Bidders are responsible to see that the bid is received by the Procurement & Contracts Division through upload to PlanetBids or in hard copy prior to the bid opening deadline. Late bids will not be accepted.

(2) All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid form as indicated.

(3) Erasures, overwrites and use of correction fluid or tape are NOT acceptable. All changes (price, model numbers, part numbers, etc.) must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative.

(4) Vendor is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.

(5) All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the County Bid Form.

(6) Alternate or incomplete bids will NOT be accepted.

(7) The County, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.

(8) If no terms discount is to be offered, the terms portion of the bid form shall state "NET".

(9) If delivery specified is impossible, bidder must state best delivery available on the bid form. Number of days shall mean calendar days After Receipt of Order (ARO). Bids quoting delivery beyond the requirement may be rejected.

(10) Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.

(11) Telephone, facsimile, or emailed bids will NOT be accepted.

(12) Bid prices shall be firm for a minimum of sixty (60) calendar days from the bid opening unless otherwise indicated on the bid form.

(13) By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the County's standard terms and conditions incorporated as Exhibit "A".

(14) Any alteration to the Invitation to Bid must be added in addenda form and must be issued by the County Purchasing Agent.

(15) Protest Procedure: Award of bid will be published on the County's and Planet Bids website:

https://www.edcgov.us/Government/Contracts/Pages/Bid-Results.aspx

https://pbsystem.planetbids.com/portal/48157/portal-home

Bidders have ten (10) business days from the date of the posting to submit a letter of protest to the Purchasing Agent. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, criteria).

Brands:

(1) The use of brand and/or manufacturer names in the bid specification is for descriptive purposes only. Unless otherwise specified, products of comparable quality and performance will be considered.

(2) Bidders offering other than the referenced brands are to note their brand name and catalog model number on the bid form.

Guarantees:

(1) All items purchased shall be guaranteed against defects when used for the purposes for which they were designed for.

Taxes:

(1) Bidders shall NOT include Federal Excise Taxes.

(2) Applicable taxes and fees will be added when the purchase order is issued.

Samples:

(1) Samples of items, when required, must be furnished to the County at the bidder's expense. If possible, samples will be returned upon request and at the bidder's expense. Samples of selected items may be retained for comparison.

Bonds:

(1) The County reserves the right to require the successful bidder to provide a performance bond in an amount determined by the County. Unless specifically required on the bid form, a performance bond will NOT be required.

(2) Certification of the performance bond shall be required following bid award and prior to the release of a purchase order.

(3) Unless specifically required on the form, bidder's bonds will NOT be required.

Award:

(1) Regardless of amount, unless specifically approved by the County Board of Supervisors, award shall be made to the lowest responsive, responsible qualified bidder.

(2) In determining the successful bidder, consideration will be given to quality, delivery, warranty, compatibility with existing equipment, and any other information considered to be in the best interests of the County.

(3) It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of EL Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.

(4) In accordance with Board Policy C-17, 2.10, effective October 22, 2022, the local vendor preference is 5%. Vendor shall have established a place of business within El Dorado County prior to publication of the call for bids.

(5) The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

(6) If the bid is on an "All or Nothing" basis, bidder shall so state. The County reserves the right to make awards on individual items of a multiple item bid if deemed to be in the best interest of the County.

(7) The County reserves the right to reject any and all bids, or to waive any informality or nonsubstantial irregularity in any bid.

(8) The County reserves the right to purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder.

(9) In case of default by vendor, the County may procure the articles or service from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.

(The remainder of this page intentionally left blank.)

Specifications: Detailed specifications are provided in the Quotation Schedule on Page eleven (11) are **brand specific**, only the **Tenable** software specified will be accepted. Bidders quoting alternative software will not be considered for the evaluation and award process.

Requirements:

1. This is a **"brand specific"** bid only the specified brand and model will be accepted, alternate brands will not be accepted, no exceptions.
2. ***Bidders must quote 100% of all categories*** listed on the Quotation Schedule. Failure to bid 100% of all items and categories will result in your bid being rejected as non-responsive.

California Sales & Use Tax Requirement: A California Seller's Permit is required to conduct business in California. Bidders must possess a valid and current California Seller's Permit at the time of bidding and maintain such permit in good standing throughout the awarded period. In order to proceed without a California Seller's Permit, such bidder must establish that the bidder falls under an exception to the seller permit requirements of the California Department of Tax and Fee Administration (CDTFA). Those requirements can be found at www.cdtfa.ca.gov.

Select one of the options below and fill out the following:

☒ **This business and/or vendor possesses a valid California Seller's Permit.** CA Seller's Permit Number: 2022315

☐ **A California's Seller's permit is not required for this business and/or vendor under California Revenue and Tax Code Section 6066.** Our business does not 1) maintain a California business location, 2) have a representative operating in California, 3) lease out personal property to third parties in California, 4) own real / personal property or lease real / personal property in California from a third party, AND 5) has not made sales of tangible personal property, for delivery in California, over $500,000 during the preceding or current calendar year.

[Note: This business or vendor will still need a California Seller's permit if someone "related" to the business / vendor has made $500,000 + sales under the conditions described above. See Internal Revenue Code Section 267(b) to determine if someone is "related" to the business / vendor. For additional information about all of the five requirements above, see the California Tax and Fee Administration's Publication 77, which can be found at the following link: https://www.cdtfa.ca.gov/formspubs/pub77/#engaged].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Stephanie Cervantes — 03-14-2024

Business/Vendor Signature — Date

Delivery: This bid is for the acquisition of software licenses, software maintenance, upgrade protection and/or renewals of same. County of El Dorado does not accept physical media for either the initial purchase of software licenses and/or any software maintenance and updates.

Incomplete and Altered Bids: Incomplete or altered bids, and bids containing items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County will not be considered.

Terms and Conditions: The County will not consider any terms and conditions other than the terms and conditions contained in the subject bid. Bidders submitting their own terms and conditions will not be considered and will be rejected. Any bid response containing alterations to the General Terms and Conditions, or terms and conditions contained in the subject bid, will not be considered and will be rejected.

Merchantability: There shall be an implied warranty of merchantability and fitness of an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

County's Rights: The Purchasing Agent reserves the right to not enter into any agreement, cancel this process at any time, amend this process at any time, or to award more than one contract to the lowest, responsive, responsible bidders if it is in the best interest of the County.

Escalation Clause: Price increases from the manufacturer to the successful vendor may be passed on during the life of this bid only when the following conditions are met: (1) Vendor must submit notification to the Procurement & Contracts Division of the price increase along with a new updated vendor's price list; (2) Proof of the price increase from the manufacturer shall be provided to the Procurement & Contracts Division prior to any increase being approved; and (3) Price increase(s) shall commence seven (7) days after the approval and acceptance from the Purchasing Agent. Acceptance of the price increase(s) shall be in writing signed by the Purchasing Agent.

Failure to comply with the above requirements shall deem the bid prices to be in effect for the entire awarded period.

Returns: The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

Federal, State, and Local Laws: The successful bidder must operate in conformity with all applicable, federal, state, and local laws. It is the responsibility of the awarded bidder to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible bidder.

Business License: It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a county business license at the time of bid submittal. Successful bidders may be required to possess a county business license to award bid.

Local Vendor Preference: In accordance with Board of Supervisor's Policy C-17, Section 2.10, a local preference credit of 5% for El Dorado County businesses will be permitted when evaluating bids for supplies and equipment that are not part of a public project.

In order to qualify for the local preference authorized by this section, the vendor seeking such preference shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this section. The statement shall be on a form provided by the Purchasing Agent and shall be signed under penalty of perjury. Any person, firm, corporation, or entity intentionally submitting false information to the County in an attempt to qualify for local preference may be prohibited from bidding on El Dorado County products and services for a period of one (1) year from the date of the false submittal. Bidders claiming local vendor preference must submit the Affidavit of Eligibility with their bid response. The Affidavit may be downloaded at the following link:

https://edcgov.us/Government/Contracts/Documents/LocalVendorPreferenceForm.pdf

Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the California Department of Tax and Fee Administration showing evidence of a local business address within El Dorado County. If the local business has more than one office in the State of California, the office located in El Dorado County shall be the point-of-sale credit for the purpose of sales tax calculation.

Compliance: Late, incomplete, incorrect deliveries, or excessive back orders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery time frames, or inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded purchase order contract and award will be made to the next lowest bidder. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

Invoices and Payment Terms: Invoices are to be mailed to the County department(s) specified on the resulting purchase order or contract. All invoices must include the purchase order number or contract number; County stock numbers when applicable; product description; and reference to back ordered items. Invoices must be exclusive of product other than bid items. Failure to comply may result in delayed payments.

The County will make payment on a Net forty-five-day (45-day) basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to $2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered, and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

El Dorado County Website Requirements: It is the bidder's responsibility to monitor the PlanetBids website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

https://pbsystem.planetbids.com/portal/48157/portal-home

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning addenda as required will not be considered and will be rejected as "non-responsive."

Public Agency: It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor. The County will not be a party to contracts with other public agencies.

Addenda: Addenda to this bid are valid only if in writing and issued by the Procurement & Contracts Division and are required to be acknowledged and returned by participating bidders in order for the bidder to be considered further in the evaluation process. Unless otherwise indicated, those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

Non-Collusion: The bidder certifies that this bid response is made without any previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Conflict of Interest: Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid award been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.

Evaluation: Bids will be evaluated based on meeting or exceeding minimum specifications. Bids submitted on the basis of "All or Nothing" may be rejected. Bid evaluation shall include applicable prompt payment terms discount. If payment cannot be made within the discount period, payment terms shall revert to Net forty-five (45) days.

Award: The bid may be recommended by grand total to the lowest responsible and responsive bidder complying with the provisions of the Invitation to Bid. In determining whether a bid is lowest and responsive, and the bidder is responsible, the following may be considered by the County: (a) Ability to perform the service required within the specified time; (b) Reputation, judgment and experience; (c) The quality of performance in previous contracts; (d) Previous compliance with laws as well as employment practices; (e) Financial ability to perform the contract; (f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; (g) Ability to provide maintenance and service; (h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; (i) The resale value and life cycle costs of the items; and (j) Such other information as identified in the Purchasing Ordinance having bearing on the decision to make the award. The decision of the County Board of Supervisors shall be final in determining the successful bidder.

Public Records Act: Pursuant to the California Public Records Act, the County may be required to produce records of this transaction, upon third party request, subject to various statutory exemptions. Please indicate what exemptions may apply to the information you submit (such as a 'proprietary

information' exemption). Please note that designating information as "proprietary" does not guarantee non-disclosure. In the event of a request for such information, the County will make best efforts to provide notice to bidder prior to such disclosure. If bidder contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in El Dorado County before the County's deadline for responding to the CPRA request. If bidder fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. The County shall not in any way be liable or responsible for the disclosure of any such records.

Bid Results: The Procurement & Contracts Division does not mail out hard copy letters advising participating bidders of the bid results. For bid results, please visit our website at:

https://www.edcgov.us/Government/Contracts/Pages/Bid-Results.aspx

https://pbsystem.planetbids.com/portal/48157/portal-home

Bid results will be posted approximately ten (10) to fourteen (14) business days after the bid opening deadline date or when the evaluation is complete.

Bid Submittal: ***All bidders are advised to read the General Terms and Conditions Starting on Page three (3) through five (5) of this Invitation to Bid prior to submitting a bid.***

Bidders are strongly encouraged to submit their responses online to assure a complete and timely response. To respond, online bidders must register with the County's online bidding system, PlanetBids, at https://pbsystem.planetbids.com/portal/48157/portal-home. Bidders are cautioned that the timing of their online submission is based on when the submittal is RECEIVED by PlanetBids, not when a submittal is initiated by a bidder. Online submittal transmissions can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc. For these reasons, the County recommends that bidders allow sufficient time to upload their response and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be governed by the PlanetBids web clock, which does not allow submittals after the closing date and time. PlanetBids will send a confirmation email to the bidder advising that their online submission (eBid) was submitted. If you do not receive a confirmation email you are advised to contact the PlanetBids Support team by phone (818-992-1771 Monday through Friday between 7am and 5pm Pacific, excluding statutory U.S. holidays) or by submitting a Support Ticket (visit https://solutions.planetbids.com/support/ to complete and submit the ticket form).

Hard copy bids must be submitted in a sealed container or envelope clearly marked on the outside:

"BID # 24-0042– DO NOT OPEN"

Bids will be accepted Monday through Friday from 8:00 a.m. to 5:00 p.m. Bids must be received in the Procurement & Contracts Division by **3:00 PM (Pacific) – March 26, 2024:**

Mailing/Physical (Fed Ex, UPS etc)
EL DORADO COUNTY
PROCUREMENT & CONTRACTS (PURCHASING)
330 FAIR LANE
PLACERVILLE, CA 95667

It is the responsibility of the bidder to ensure that the bid is received by the Procurement & Contracts Division prior to the bid opening deadline date and time. The closing date and time shall be governed by the PlanetBids web clock. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened.

Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Terms and Conditions of this Invitation to Bid will be rejected.

By submitting a response, bidder acknowledges and accepts the General Terms and Conditions and all terms and conditions contained in this Invitation to Bid.

(The remainder of this page intentionally left blank.)

QUOTATION SCHEDULE

Year One

Bid Item	Est Qty	Mfg. Part #	Description	Unit Price / Each / Yearly
1	2400 Assets to protect	TIO (TSC) Tenable.sc Scanner	Tenable.IO (Tenable Vulnerability Management)	$ 23,999.00
2	20	TIO-WAS (TSC-WAS)	Tenable Web Application Scanning (WAS)	$ 9,000.00
3	2850 User accounts	TIO-EP (TAD-CS)	Tenable Identity Exposure	$ 42,200.00
4	Per project	SVC-TAD-QS20-RMT, SVC-TIO-QS20-RMT, SVC-WAS-QS-RMT	SVC-TSC-QS20-RMT QuickStart Professional Services	5,500.00 $ 5,500.00 0.00
5	~~3~~ 1 each	TRG-TAD-ESS-SEAT, TRG-TIO-ESS-SEAT	Tenable University Access	$ 1,900.00 1,900.00

Years Two/Three ** YRS 2 & 3 INCLUDE A 5% UPLIFT FOR PRICE INCREASE

YEAR 1 TOTAL $89,999.00

Bid Item	Est Qty	Mfg. Part #	Description	Unit Price / Each / Yearly
6	2400 Assets to protect	TIO (TSC) TENABLE.SC SCANNER	Tenable.IO (Tenable Vulnerability Management)	$ 25,199.00
7	20	TIO-WAS (TSC-WAS)	Tenable Web Application Scanning (WAS)	$ 9,450.00
8	2850 User accounts	TIO-EP (TAD-CS)	Tenable Identity Exposure	$ 44,310.00
9	~~3~~ N/A	TRG-TAD-ESS-SEAT, TRG-TIO-ESS-SEAT	Tenable University Access	$ N/A

Erasures, overwrites and use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions

Year 2 Total $78,959.00

Year 3 Total $78,959.00

(The remainder of this page intentionally left blank.)

Additional Purchases

ADDITIONAL PURCHASES – WRITTEN QUOTE REQUIRED

Upon request, bidders must provide a written quote for ITEMS not listed in the Quotation Schedule above.

Written quotes must include the date of request, a quote reference number, and documentation of the retail cost less any offered discounts and be valid for a minimum of thirty (30) days.

Invoices that include items not on the Quotation Schedule must have a copy of the original quote attached. Payment of invoices which require, but do not include, such documentation will be delayed until receipt of the required document(s).

Erasures, overwrites and use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.

Prompt Payment Discounts

PROMPT PAYMENT DISCOUNT TERMS

Indicate percentage discount for prompt payment.
(Note: Discount of less than 2% or with payment terms of less than twenty (20) days will not be accepted and will not be considered for evaluation purposes.)

NET
_____% Discount if paid within _____ days from date invoice is stamped dated in by Department.

Indicate "Net" if no Prompt Payment Discount Terms are offered.

Erasures, overwrites and use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.

Delivery

DELIVERY

Indicate the number of days after receipt of order (ARO) for delivery: 5-10
Refer to Page six (6), "Delivery," for specific delivery requirements.

Erasures, overwrites and use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.

Exhibit "A"
STANDARD TERMS AND CONDITIONS

By shipping on an order, the Vendor warrants that they have read and are in compliance with these instructions.

1. Taxes: County is exempt from payment of Federal Excise Tax; Federal tax should not be included in any prices contained herein.

2. Alterations: No alteration in any of the terms, conditions, delivery, price, quantities, specifications or services of this contract will be effective without prior consent of the County.

3. Failure to Deliver: Time is of the essence and the contract is subject to cancellation for failure to deliver on time. If Vendor fails to deliver an article or service of the quality or quantity, in the manner or within the time called for by this contract: such article or service may be bought from any source by County. If a greater price than named in this contract is paid for such article or service, the excess cost will be charged to and collected from Vendor or sureties on its bond if bond had been required; or, the County may terminate the contract for default; or, the County may return deliveries already made and receive a refund. For any exception to the delivery date as specified on this contract, the Vendor shall give prior notification and obtain approval thereto from the County. Failure or refusal of Vendor to perform any work or service or do any act required under this contract shall constitute a default.

4. Force Majeure: Vendor shall not be liable for any delay or failure to deliver any or all the goods or services if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God. The County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for the County to receive the goods. When either Vendor or the County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.

5. Proposal, Quotation and Attachments: This contract incorporates by reference on the face of this form, the provisions of any related bid request issued by County, any bid submitted by Vendor, or both. This contract incorporates by reference on the face of this form, the provision of any attachments. Vendor agrees that in the event of conflicting language between this contract and Vendor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the Vendor's terms and conditions attempting to nullify County terms and conditions or to resolve language conflicts in favor of the Vendor's terms and conditions.

6. Warranty:

6.1 Warranty For Goods: Vendor warrants that any and all goods covered by this contract will be (i) new and suitable for the use intended, unless otherwise specified; (ii) will conform to the drawings, specifications, samples, description and time provisions furnished by the County; (iii)of the grade and quality specified; (iv) free from defect in design, material and workmanship; and (v) in compliance with all applicable federal, state and local laws and regulations. At County's option, Vendor shall repair or replace the goods without charge within five (5) business days from being notified of the nonconformance with the foregoing warranties. If, after notice, the Vendor cannot promptly replace or repair the goods, Vendor shall refund the full purchase price paid by County for such goods. Defective goods rejected by the County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by the County for any reason, including, without limitation, the County's acceptance of the goods or the County's failure to notify Vendor thereof. Further, the failure of the County to reasonably specify any defects in rejected goods shall not prevent the County from relying on the defect to establish a breach, even though the Vendor could have cured the defect on proper notification.

6.2 Warranty for Services: Vendor warrants to County that any and all materials and equipment incidental to services that are furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the Vendor. In the event the County elects to have said work performed by the Vendor, the Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County; however, in no event shall such period exceed fifteen (15) calendar days. If the Vendor shall fail or refuse to comply with its obligations under this section, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

7. Termination: At any time and without cause, the County shall have the right, at its sole discretion, to terminate this contract by giving seven (7) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.

8. Invoice: Purchase Order number must appear on all invoices, packing lists, shipping notices, and any correspondence Invoices must be fully itemized. A separate invoice shall be provided for each Purchase Order.

9. Payment Terms & Cash Discounts: Payments shall be made at the prices stipulated herein for goods or materials delivered or services rendered. Payment on partial deliveries or services may be made when requested by the Vendor and approved by the County. Payment shall be made within forty-five (45) days following County's receipt of itemized invoices. For any cash discount specified in this contract, time will be computed from the date of the completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received, whichever is later. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing the County warrant or check.

10. Assignment: This contract may not be assigned in whole or in part without the prior written consent of the County.

11. Independent Capacity: In the performance of this contract, agents and employees of the Vendor shall act in an independent capacity and not as officers, employees or agents of the County.

12. Indemnity: The Vendor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damages to property or any economic or consequential losses, which are claimed to or in any way arise out of, or connected with the Vendor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Vendor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

13. Nondiscrimination: Vendor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.

14. Infringement: The Vendor agrees to defend and hold the County, its officers, agents, employees, and volunteers harmless from any and all actions, suits, liabilities, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products or services supplied by Vendor infringes any patent, copyright, trade secret, trademark, or other intellectual property right.

15. Applicable Law and Forum: This contract shall be construed and interpreted according to the substantive law of the State of California excluding the law of conflicts. Any action arising out of this contract shall be brought in El Dorado County, California and shall be resolved in accordance with the laws of the state of California.

16. Funding: Funds for this Contract are available on a fiscal year basis. Should sufficient funds not be budgeted and appropriated for the payment of goods or services described herein, this contract shall be cancelled in its entirety without penalty or expense to the County of any kind, except for payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.

17. Business License: It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.

18. Inspection, Acceptance, and Returns: Goods or services shall be subject to County inspection, approval, and acceptance notwithstanding any prior payment for such goods or services. No goods shall be deemed accepted until County has reasonable opportunity to inspect said goods or services. If rejected as nonconforming or defective, County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee, or to request a replacement by a specified date. Substitutions are not permitted except upon specific written authorization of County. Defective product or product under warranty may not always be returned in the original package.

19. Permits, Licenses, and other Requirements: Vendor shall comply with all applicable federal, state, and other laws, rules, regulations, ordinances and orders in the performance of this contract. Vendor shall be in full compliance with all permit or licensing requirements in connection with the sale, shipment, and/or installation of the goods or performance of the services herein.

20. Insurance: When specified herein and/or when specified by bid or quote documents that are incorporated herein by reference, failure to maintain the required insurance coverage shall be deemed a material breach of this contract.

21. Severability: If any provision of this contract is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue in full force and effect, without being impaired or invalidated in any way.

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