



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

1880

SUBJECT ACCOUNT:

2245

1. This Contract is entered into between the County of Solano and the Contractor named below:

Ukund Inc.

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

December 3, 2025 through December 3, 2026

3. The maximum amount of this Contract is:

\$ 180,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on December 02, 2025.

CONTRACTOR	COUNTY OF SOLANO
Ukund Inc. CONTRACTOR'S NAME	AUTHORIZED SIGNATURE County Administrator
<u>Sudhir Allur</u> 11/13/2025 <small>Sudhir Allur (Nov 13, 2025 11:37:00 PST)</small> SIGNATURE	TITLE 675 Texas Street, Suite 6500
Sudhir Allur, CEO PRINTED NAME AND TITLE	ADDRESS Fairfield CA 94533
406 Uccello Way ADDRESS	CITY STATE ZIP CODE
Sacramento CA 95835 CITY STATE ZIP CODE	Approved as to Content: <u>Timothy Flanagan</u> 11/13/2025 <small>Timothy Flanagan (Nov 13, 2025 12:05:01 PST)</small> DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: <u>Megan Callaway</u> 11/13/2025 COUNTY COUNSEL

Rev. 12/11/20

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. County has materially relied upon the representations of Contractor as may have been made in County's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified.

The Scope of Services includes the following document:


- a. Contractor's Statement of Work for the Project, entitled Ukund Inc., Statement of Work attached as Exhibit A-1.

Exhibit A – Statement of Work (SOW)

Submitted To:
Solano County Department of Information Technology
675 Texas Street,
Fairfield, CA 94533

Submitted by:



406 Uccello Way
Sacramento CA 95835
 www.ukund.com

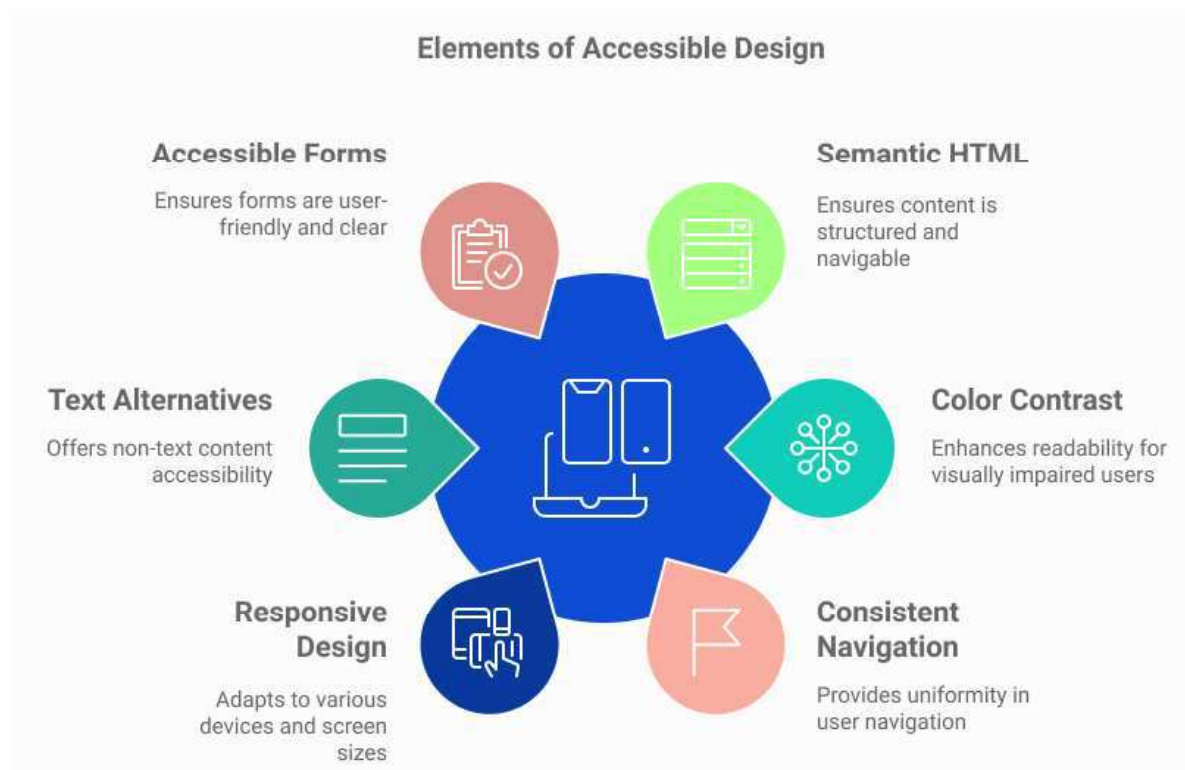
Date of Submission: **Oct 22, 2025**



Exhibit A — Statement of Work (SOW)

Service Offering

UKund Inc. offers a comprehensive suite of accessibility and compliance services designed to help Solano County identify, remediate, and maintain digital content that fully meets Section 508 and ADA standards. Our offerings are designed to ensure that all County web contents, including PDF and HTML files, are accessible, inclusive, and compliant with federal and state accessibility regulations. Our Service model is based on the Elements of Accessible Design as follows:





1. Discovery and Inventory of Publicly Available PDF Files

UKund Inc. will conduct a **complete discovery and inventory analysis** of all PDF files currently hosted on the Solano County public websites and associated subdomains. This process includes:

- Automated web crawling and mapping of all publicly accessible PDF documents.
- Identification of duplicate files.
- Generating a comprehensive **PDF Inventory Report** that includes URLs, location and page counts.
- Providing this report as the foundational dataset for prioritizing remediation efforts.

Deliverable: A complete PDF inventory report, categorized list of all public PDF files with their compliance status.

2. ADA Compliance Check and Remediation of PDF Files

The core offering of UKund Inc.'s engagement is the **comprehensive ADA and Section 508 compliance check and remediation** for Solano County's PDF documents.

Each document will undergo a **multi-step remediation process**, including:

- Accessibility tagging and structure validation.
- Creating logical/holistic/user-friendly tag trees.
- Applying and verifying alternative text for images and figures.
- Tagging lists, tables, and hyperlinks appropriately.
- Verifying color contrast and consistent document design.
- Final compliance validation using tools like **Adobe Acrobat Pro**, **PAC** and **CommonLook**.
- Manual testing using assistive technologies (JAWS, NVDA, VoiceOver).
- County will prioritize the files identified during the discovery phase (deliverable 1) and give the list of these files in batches to vendor for remediation.
- Itemized file complexity and estimated cost for each document in the batch selected by the county.

Deliverable: Fully remediated and validated PDF files in batches that meet Section 508 and ADA accessibility standards.



3. PDF Files Conversion to Accessibility Compliant HTML Pages (Optional)

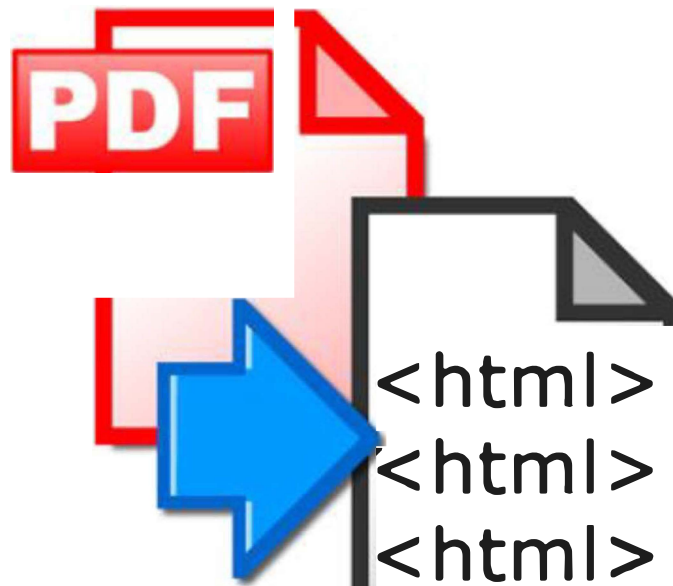
For departments seeking enhanced accessibility and web performance, UKund Inc. offers **conversion of PDF files into HTML** pages. This service transforms static PDF content into fully responsive, accessible web pages optimized for as per website theme.

Our approach ensures:

- Accurate translation of layout and content structure.
- Proper tagging and heading hierarchy for assistive technologies.
- Compliance with **WCAG 2.2 Level AA** standards.
- Optimized performance for fast web loading and improved searchability.

Deliverable: Accessible HTML pages mirroring the original PDF content with WCAG-compliant structure.

Note: This service offering is outside the scope of the current project.





4. Quarterly Website ADA Testing

To maintain ongoing compliance, UKund Inc. offers a **Quarterly Website ADA Testing** for Solano County's main and departmental websites.

Each audit includes:

- Evaluation of up to **20 key web pages** per quarter (rotating or by priority).
- Manual and automated testing using industry-standard tools (e.g., WAVE, Axe, Siteimprove, Lighthouse).
- Review for WCAG 2.2 Level AA compliance, including structure, navigation, color contrast, and ARIA labeling.
- Detailed **Audit Report** summarizing findings, remediation recommendations, and compliance scores.

Deliverable: Quarterly ADA Audit Report with actionable remediation recommendations and compliance tracking metrics.

Note: This is an à la carte service offering that the County may utilize as needed. The cost for this service is based on a per-testing-session rate.





5. Quarterly Live Online Training for ADA and Section 508 Compliance

To empower Solano County staff with the knowledge and tools needed for ongoing compliance, UKund Inc. offers **Quarterly Live Online Training Sessions**.

These sessions are interactive and led by certified accessibility specialists, covering:

- Overview of Section 508 and ADA digital compliance requirements.
- Best practices for creating accessible PDF, Word, and web content.
- How to identify and fix common accessibility issues.
- Demonstrations using Adobe Acrobat, Microsoft Office, and accessibility checkers.
- Q&A sessions with County staff to address specific use cases.

Deliverable: Quarterly 120-minute live training sessions with references and hands on exercises for attendees.

Note: This is an à la carte service offering that the County may utilize as needed. The cost for this service is based on a per-training-session rate.





Summary of Service Offering

Service Offering	Description	Deliverable
1. PDF Files Discovery	Crawl and identify all public PDFs across County websites	Inventory report with file details
2. PDF to HTML Conversion (<i>Out of Scope</i>)	Convert PDFs into accessible HTML pages	WCAG-compliant HTML files
3. Quarterly Website ADA Testing	Evaluate up to 20 web pages per quarter for compliance	ADA Audit Report with findings
4. ADA Compliance check & Remediation of PDF files	Remediate all PDFs for Section 508 & ADA compliance	Fully accessible, validated PDFs
5. Quarterly ADA Training	Live staff training on accessibility and compliance	Live sessions



Technical Approach

UKund Inc. will employ a structured, phased, and quality-driven approach to ensure that all Solano County digital documents and web assets, including PDF and HTML files to meet full Section 508 and ADA compliance requirements. Our methodology combines industry-leading tools, manual expertise, and multi-layered quality assurance, ensuring both compliance and usability across all assistive technologies.

Quarterly Website ADA Testing

Each quarterly testing involves both automated scanning and manual inspection of 20 web pages of County's choice, generating a detailed report with compliance ratings, error classifications, and remediation guidance.

Quarterly Online Training

Live online training sessions are conducted using screen-sharing demonstrations, providing hands-on instruction for staff on how to create and maintain accessible documents.

PDF Files Discovery and Remediation

The technical approach is divided into 3 main phases:

1. Discovery and Assessment
2. Accessibility Remediation and Validation
3. Quality Assurance and Compliance Verification

Phase 1: Discovery and Validation of Original File Design

Before remediation begins, UKund Inc. performs a thorough **discovery and validation process** to establish a clear understanding of Solano County's current digital document landscape and identify accessibility gaps.

Key Activities

- **Comprehensive File Discovery**

Using automated web crawling tools, UKund Inc. identifies all publicly available PDF files and associated HTML pages across Solano County websites and subdomains.

- **Inventory and Assessment**

Each document is indexed with relevant metadata (URL, page count, and department) to generate a complete **Document Accessibility Inventory Report**.



Deliverable: A **Discovery and Validation Report** summarizing findings with file name, location and page count.

Phase 2: Accessibility Remediation Steps

Once the discovery phase is complete, UKund Inc. will submit the Discovery and Validation Report to the county for the approval and prioritization of the files to be assessed and remediated.

UKund team will begin the **remediation process** upon receiving the prioritized list of files in batches, ensuring every page of each document meets Section 508 and ADA standards. This phase includes a **meticulous step-by-step approach** involving both automated tools and manual intervention to achieve optimal accessibility and usability.

a. Color Contrast and Visual Consistency

- Evaluate all text, graphics, and background colors for compliance with WCAG 2.2 contrast ratios (4.5:1 for normal text, 3:1 for large text).
- Adjust design elements where necessary to maintain visual uniformity without compromising aesthetics.

b. OCR (Optical Character Recognition) Application

- For scanned or image-based PDFs, apply **OCR** to convert images into searchable and selectable text.
- Correct OCR misreads to ensure character-level text accuracy.
- Verify text readability using accessibility tools and manual inspection.

c. PDF Structure Conversion

- Reconstruct and validate the logical structure of the document using **Adobe Acrobat Pro DC** and **CommonLook PDF Global Access**.
- Ensure a proper semantic flow that aligns with the original document's visual hierarchy.
- Create a navigable structure compatible with assistive technologies.

d. Tagging and Metadata

Accurate tagging is the foundation of accessibility. UKund Inc. will:

- Apply and verify all essential tags including:
 - Headings (H1–H6)
 - Paragraphs
 - Lists (Ordered and Unordered)



- Hyperlinks with descriptive link text
- Tables with defined header cells and relationships
- Insert and validate **metadata** such as document title, author, and language for better accessibility and search indexing.

e. Alternative Text and Artifacts

- Add descriptive alternative text (alt text) to meaningful images, icons, and infographics to convey equivalent information for screen reader users.
- Mark decorative graphics and non-informational elements as artifacts to prevent unnecessary screen reader narration.

f. Complex Table Handling

- Examine and remediate complex data tables.
- Define and verify column and row header relationships.
- Apply scope and ID attributes where necessary to maintain logical data interpretation by assistive technologies.

g. Assistive Technology Compatibility

- Validate compatibility with leading assistive technologies including JAWS, NVDA, and VoiceOver.
- Conduct live testing to ensure documents can be accurately read aloud, navigated by keyboard, and interacted with seamlessly.

Phase 3: Quality Assurance and Compliance Verification

UKund Inc. implements a 3-tier quality control process to ensure accuracy, usability, and full compliance before delivery.

Round 1: Internal Review

- Accessibility specialists conduct visual inspections and metadata verification.
- Automated testing performed using **Adobe Acrobat Accessibility Checker** and **PAC** to identify and resolve structural issues.

Round 2: Assistive Technology Testing

- Perform audio validation using leading screen readers (JAWS, NVDA, and VoiceOver).
- Confirm correct reading sequence, label accuracy, and navigation performance.



Round 3: Final Compliance Checks

- Cross-check all deliverables against Section 508 and WCAG 2.2 AA success criteria.
- Validate performance across browsers, devices, and operating systems.
- Optimize final PDFs for fast web view, ensuring reduced load times and smooth rendering.

Deliverables

- Fully remediated, accessibility-verified documents.
- Compliance certificates or accessibility conformance reports for each batch.
- Final QA summary outlining issues resolved and verification results.

Estimated Timeline

Based on preliminary analysis, we estimate the remediation of 10,000 documents (average 3 pages each document) will be completed as follows:

Phase	Duration
Initial Inventory & Planning	6 - 8 weeks
Remediation in batch (Sprint)	3 weeks each sprint (scalable)
QA & Testing for the batch (Sprint)	2 week each sprint
Final Review & Delivery	1 week each sprint
Total Estimated Duration	12 Months (Estimated)

Our Commitment to Solano County

UKund Inc. stands ready to assist **Solano County** in achieving full digital accessibility and compliance across its document repository. Our commitment to quality, compliance, and inclusivity ensures that every document remediated by UKund Inc. will be accessible, readable, and compliant for all users. Through our comprehensive discovery, remediation, and training services, we aim to ensure every resident can access County information equally, reliably, and independently.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall endeavor to, within thirty days of receipt, pay Contractor for services rendered, up to the maximum amount provided for below. Each invoice must specify services rendered, to whom, date of service and the amount being charged.

**CONTRACTOR TO BE COMPENSATED FOR SERVICES
PERFORMED IN AN AMOUNT NOT TO EXCEED \$180,000.00
AS DETAILED IN ATTACHED EXHIBIT B-1.**

2. PAYMENT IN THE EVENT OF EARLY TERMINATION

In the event of early termination by County, Contractor will be paid all allowable fees and expenses that have been incurred or earned in connection with the completed and accepted performance and deliverables of the services up through the effective date of such termination.

Exhibit B — Cost Proposal

Submitted To:

Solano County Department of Information Technology

675 Texas Street,
Fairfield, CA 94533

Submitted by:



406 Uccello Way
Sacramento CA 95835

www.ukund.com

Date of Submission: **Oct 24, 2025**



Exhibit B – Cost Proposal

Overview

This pricing model provides estimated costs for the services offered by UKund Inc. to assist Solano County in achieving Section 508 and ADA compliance across its digital documents and web assets. Pricing is based on standard labor rates, estimated effort per deliverable, and volume-based cost efficiency.

All services are fully customizable. Optional items may be included or excluded depending on the County's specific scope and budget.

Pricing Summary Table

Service Offering	Description	Unit of Measure	Unit Price (USD)	Notes
1. Discovery & Inventory of PDF Files	Automated and manual discovery of all publicly accessible PDFs across County domains and subdomains; includes URL mapping, metadata extraction, and compliance categorization.	Per Project	\$15,000.00	One-time project cost.
2. PDF ADA Compliance Check & Remediation	Full remediation of PDFs to meet Section 508 & ADA - WCAG 2.1 or higher standards, including OCR, tagging, alt text, structure, and QA testing.	Per Page	Simple: \$3.00 Moderate: \$5.00 Complex: \$7.50	Pricing based on page complexity, scan quality, and contents.
3. Quarterly Website ADA Testing	Manual and automated ADA testing of up to 20 selected web pages per quarter; includes findings, compliance scores, and recommendations.	Per Testing	\$2,500.00	Quarterly engagement; 4 Tests per year recommended.



4. Quarterly ADA & Section 508 Training	Live 2 hours online training for County staff covering accessibility best practices, Section 508/ADA requirements, and hands-on demonstrations.	Per Session	\$1,000.00	Includes up to 25 attendees per session, with digital materials.
--	---	-------------	------------	--

Note1: Pricing assumes that all documents are provided in digital format. Additional fees may apply for scanned image-only files or documents requiring extensive OCR correction.

Note2: please refer the bottom table to understand Simple, Moderate and Complex

Documents Complexity

Complexity Level	Description	Price Per Page
Simple	Text-only documents, basic formatting	\$3.00
Moderate	Documents with basic tables, lists, forms	\$5.00
Complex	Detailed tables, interactive forms, dense layouts, images.	\$7.50

Project Management and Quality Assurance

All projects include:

- Dedicated Project and Quality Assurance Lead
- Weekly progress reports and status meetings
- Accessibility conformance documentation for each deliverable

Project Management Fee

Included in per-page pricing (**no additional cost**).



Assumptions and Exclusions

- Pricing is based on digital delivery of source files; physical scanning is not included.
- Project scope and total pricing will be finalized after the Discovery and Inventory phase.
- Color contrast changes in the pdf documents are not in scope of this proposal.
- Only publicly accessible pdf documents are in scope of this proposal.
- Secured or password protected documents are not in scope of this proposal.
- Flashing colors, animations or videos on the website are not in scope of this proposal.
- Taxes, if applicable, are not included in the prices above.

Validity

This pricing proposal is valid for **90 days** from the date of submission. Adjustments may be made upon mutual agreement based on final document count, scope changes, or County-specific compliance requirements.

**SOLANO COUNTY
MASTER SERVICE AGREEMENT**

MASTER SERVICE AGREEMENT

Between
SOLANO COUNTY ("Customer")
and
UKUND INC. ("Vendor")

Effective Date: _____

Agreement Term: One (1) Year from Effective Date

1. Purpose

This Master Service Agreement ("Agreement") establishes the general terms and conditions under which Ukund Inc. ("Vendor") shall provide digital content remediation and accessibility compliance services to Solano County ("Customer"). These services include remediation of the County's digital content on public-facing websites, including PDF documents and web pages, to ensure compliance with Section 508 and WCAG 2.1 AA standards. Specific tasks, deliverables, and costs shall be defined in one or more Statements of Work ("SOW") attached hereto.

2. Term of Agreement

The term of this Agreement shall commence on the Effective Date and remain in effect for one (1) year unless terminated earlier. The Agreement may be renewed for additional terms upon mutual written agreement of both parties.

3. Scope of Services

Vendor shall perform the services defined in the applicable SOW(s), including:

- a. Accessibility remediation of PDF and HTML documents;
- b. Validation and compliance testing;
- c. Quality assurance and reporting;
- d. Delivery of remediated content ready for publication.

4. Compensation and Payment

County shall compensate Vendor as outlined in the SOW and Cost Proposal. Invoices shall be submitted upon completion of milestones or deliverables. Payment is due within thirty (30) days of approval by the County's authorized representative.

SOLANO COUNTY MASTER SERVICE AGREEMENT

5. Roles and Responsibilities

Vendor shall perform all services professionally, maintain confidentiality, comply with applicable laws, and provide progress updates. County shall provide access to necessary materials, review deliverables in a timely manner, and coordinate internally as required.

6. Independent Contractor

Vendor is an independent contractor and not an employee, agent, or representative of the County.

7. Confidentiality

Vendor agrees to maintain confidentiality of all County-provided data and materials.

8. Data Security and Privacy

Vendor shall employ safeguards to ensure confidentiality, integrity, and compliance with data protection laws including the CCPA.

9. Intellectual Property Rights

All deliverables created under this Agreement shall be considered “work made for hire” and the exclusive property of the County upon payment.

10. Indemnification

Vendor shall indemnify, defend, and hold harmless the County from all claims, damages, or liabilities arising from Vendor’s performance or negligence.

11. Limitation of Liability

Neither party shall be liable for indirect, incidental, or consequential damages. Vendor’s liability shall not exceed total compensation paid under the SOW.

12. Termination

Either party may terminate this Agreement upon thirty (30) days’ written notice for convenience or fifteen (15) days for cause after failure to cure.

13. Insurance Requirements

Vendor shall maintain General Liability, Professional Liability, and Workers’ Compensation insurance as required by California law.

14. Governing Law and Venue

This Agreement shall be governed by California law. Venue shall lie exclusively in Solano County, California.

15. Notices

All notices shall be delivered in writing to the addresses designated by each party.

**SOLANO COUNTY
MASTER SERVICE AGREEMENT**

16. Assignment

Vendor shall not assign rights or obligations without prior written consent of the County.

17. Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between the parties.

18. Severability

If any provision is found invalid, the remaining provisions remain in full force and effect.

19. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, and electronic signatures shall be binding.

IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the Effective Date first written above.

SOLANO COUNTY	UKUND INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBITS

Exhibit A – Statement of Work (SOW)

Exhibit B – Cost Proposal

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers,

officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may

inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

- i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and

agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.