



County of Solano Contract Review Worksheet

Contract Number:

(Dept., Division, FY, #)

Authority:

☐ Dept Head Execute☒ CAO Execute☒ BOS Approval Required**NOTE: Please review all instructions on the back of this worksheet before you begin processing.**

1. Department/Division: Department of Information Technology		2. Date: 6/10/25	
3. Contract Administrator: Melissa Cuevas		4. Phone Ext: 3024	
5. Contract Attributes: <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input type="checkbox"/> Other		<input type="checkbox"/> Amendment/Change Order Amendment/Change Order Number Contract No: Date: Please attach copies of original/amendments	
<input checked="" type="checkbox"/> Original Bid/RFP Required? <input type="checkbox"/> YES <input type="checkbox"/> NO Sole Source Contract? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Date Please attach copy of Bid/RFP or justification.		6. Description of Contract: Professional Services for SNOW Development Support	
7. Name of Contractor: Glidefast Consulting		8. EIN SSN	
9. Is Contractor a California Public Pension Plan Retiree? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes: Name of Public Pension Plan: Date of Retirement:			
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please describe relationship: Does Contractor have a personal relationship with someone in another Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 7/1/25 This amendment:		13. Termination Date: 6/30/26 By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 156,000.00 Total of Previous Amendments: \$ Current Amendment: \$ Total Amount of Contract \$ 156,000.00		15. Payment Terms: <input type="checkbox"/> Prepaid <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Arrears <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Progress <input type="checkbox"/> Actual <input checked="" type="checkbox"/> Other <input type="checkbox"/> Estimate	
16. Source of Funds: <input type="checkbox"/> Fed/State Grant <input type="checkbox"/> Fed/State Funding <input checked="" type="checkbox"/> County Specify: _ Fed Catalog No: State Legislation: <input type="checkbox"/> AB <input type="checkbox"/> SB			
17. Fund: 370 Budget Unit: 1886 Sub-object: 2236		18. Current Appropriation Sufficient? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/10/25			
20. Remarks Professional Services Exemption 1.1.11			
21. Signature Route: K.M. Cuevas Email KMCuevas@solanocounty.gov Department Contract Administrator Melissa Cuevas Contractor Signatory Name Paul Grupe (Informational only) Email paul.grupe@glidefast.com Timothy Flanagan (Jun 2, 2025 10:04 PDT) Email TPFlanagan@solanocounty.gov Department Head or Designee Tim Flanagan M. Callaway, Deputy Email MJCallaway@SolanoCounty.gov County Counsel Reviewer Megan Callaway HR Analyst (for Contract Employees) or Risk Management (for insurance changes) Megan Richards Email MERichards@solanocounty.gov CAO Analyst Megan Richards William Emlen (Jun 12, 2025 15:02 PDT) Email WFEmlen@solanocounty.gov Authorizing Signature (CAO/DH) Bill Emlen			



County of Solano Standard Contract

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

BUDGET ACCOUNT:

1886

SUBJECT ACCOUNT:

2236

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

Glidefast Consulting

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

July 1, 2025 through June 30, 2026

3. The maximum amount of this Contract is:

\$ 156,000.00





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 June 10, 2025.

CONTRACTOR	COUNTY OF SOLANO
Glidefast Consulting CONTRACTOR'S NAME	 06/12/2025 AUTHORIZED SIGNATURE
 05/21/2025 SIGNATURE	County Administrator TITLE
Paul Grupe, VP of Solutions Consulting PRINTED NAME AND TITLE	675 Texas Street, Suite 6500 ADDRESS
4400 Cox Road, Suite 200 ADDRESS	Fairfield CA 94533 CITY STATE ZIP CODE
Glen Allen VA 23060 CITY STATE ZIP CODE	Approved as to Content:  06/02/2025 Timothy Flanagan (Jun 2, 2025 10:04 PDT) DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:  06/03/2025 M. Callaway, Deputy 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 Glidefast Consulting, Glidefast Professional Services attached as Exhibit A-1.



Work Order

This Work Order dated 04/12/25 ("Effective Date"), is entered into between Apex Systems, LLC dba GlideFast Consulting ("GlideFast") and County of Solano, a Political Subdivision of the State of California ("Client").

1. PROJECT NAME/SUMMARY

GlideFast Remote Services (GRS) uniquely offers the services of senior technical, analytical, architectural, and implementation resources on an as needed basis.

2. SERVICES DESCRIPTION

2.1 Scope:

This initial Work Order calls for Apex Systems, LLC dba GlideFast Consulting ("GlideFast") to be available to Client for services to include any of the following:

- Business process consulting
- Architectural design/review and/or platform management
- Business analysis/requirements gathering
- Development work, including but not limited to
 - Assistance needed with custom applications
 - Scripts, technical architect and workflow
 - Service portal configurations
 - Catalog / services defined or configured
 - Troubleshooting, diagnosing
 - Configuration of purchased modules (e.g. ITBM, ITSM, ITOM, etc.)
- Training
- Strategic planning and production of roadmaps from a process and/or architectural perspective
- Administrative assistance, task my include but not limited to
 - Email, form, data, report, and dashboard administration
 - Account management
 - Minor configuration/enhancement

2.2 Deliverables:

Deliverables will be agreed upon between Client and GlideFast via email or written Work Order as requested by Client's Executive Sponsor or Platform Owner. Request can also be put into GlideFast's ServiceNow instance (e.g, agile board, backlog, request catalog, etc).

GlideFast will provide a weekly update on activities completed the week prior and hours used. An initial set of deliverables has been outlined below. This list is not all inclusive and will be worked based on direction from Solano County and within available hours.

1. Continuation of current backlog stories
2. Complete out of the box configuration of ITMB, ITSM and ITOM modules.
3. Business Analysis/Requirements Documentation and Configuration for:
 - a. Major Incident Process
 - b. Resource Management

GlideFast is an Equal Employment Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, sexual orientation, gender identity, national origin, disability, protected veteran status, or any other characteristic protected by law. GlideFast will consider qualified applicants with criminal histories in a manner consistent with the requirements of applicable law.

c. Portfolio Management

2.3 Work Order Changes:

The following provides the procedure to follow if a change in any particular Work Order is required.

- A Work Order Change Request ("CR") is the vehicle for changing a Work Order. The CR must describe the change, the rationale for the change and the effect the change will have on the Work Order.
- The parties will review the proposed change and approve it for further review or reject it. GlideFast will specify charges if any for such review. If the review is authorized, Client's designated contact and authorized representative will sign the CR which will constitute approval of the review charges, if any. GlideFast will invoice Client for any such charges. The review will determine the effect that the implementation of the CR will have on price, schedule and other terms and conditions of the Work Order.
- The parties' respective representatives must agree in writing to authorize the implementation of the approved changes.
- A sample CR form is attached as Appendix A.

3. TERM

- Services Start Date: 07/01/25
- End Date: 06/28/26
- Either party may terminate this Work Order at any time by providing at least thirty (30) days' written notice of termination to the other party. In such event, Client shall pay for all Services provided up to termination and accepted by Client.



4. FEES, EXPENSES, PAYMENT SCHEDULE

4.1 Schedule

Resource/Service	Targeted Weekly Projection (Hours)	Total Duration (Weeks)	Estimated Total Effort (Hours)	Estimated Monthly Cost (\$)
GlideFast Remote Services (GRS)	15	52	780	\$13,000

Tentative Work Start Date

Tuesday, July 1, 2025

4.2 Fees

Blended Hourly Rate
\$200

Estimated Total Cost (USD)
\$156,000.00

GlideFast is an Equal Employment Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, sexual orientation, gender identity, national origin, disability, protected veteran status, or any other characteristic protected by law. GlideFast will consider qualified applicants with criminal histories in a manner consistent with the requirements of applicable law.



4.3 Payment Terms

- The parties agree that the Services will be performed on a time and materials basis, unless otherwise stated in the Work Order(s). GlideFast shall invoice the client for the amounts stated in the Work Order(s), and at the intervals prescribed therein.
- Unless otherwise stated in the Work Order(s), payment in full for invoices shall be due within thirty (30) days from invoice date. If Client's account is past due and GlideFast has notified Client in writing of the past due balance, GlideFast may, upon notice, immediately suspend its Services without any liability to Client for interruption of pending work.
- Only the hours consumed for this project will be invoiced. Client will never be billed for work not performed.
- Unused hours will expire three (3) months after the estimated total duration in this Work Order has passed from the start date.

4.4 Expenses

Only actual and reasonable expenses incurred by GlideFast during the performance of Services, and approved by will be reimbursed.

Estimated travel expenses	\$0
Travel Expenses Invoicing Frequency	Monthly

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**5. CONTACTS**

Customer Billing Information		GlideFast Consulting Billing Contact	
<i>Invoices will be sent to the contact and address shown below.</i>		<i>Please contact below for any invoice questions.</i>	
Company	County of Solano	Company	Apex Systems, LLC dba GlideFast Consulting
Address	675 Texas Street, Suite 3700 Fairfield, CA 94533	Address	4400 Cox Road, Suite 200 Glen Allen, VA 23060
Contact	Alma Rodriguez	Contact	Anthony Calderaro
Phone	707-784-7899	Phone	203-400-0896
Fax		Fax	978-560-0615
Email	DOITPayables@solanocounty.gov	Email	anthony.calderaro@glidefast.com

Customer Administrator Contact		GlideFast Consulting Executive Contact	
Contact	Melissa Cuevas	Contact	Ohad Kushner
Address	675 Texas Street, Suite 3700 Fairfield, CA 94533	Address	4400 Cox Road, Suite 200 Glen Allen, VA 23060
Phone	707-784-3024	Phone	617-816-3460
Fax	707-784-4883	Fax	978-560-0615
Email	KMCuevas@solanocountry.gov	Email	ohad.kushner@glidefast.com

GlideFast is an Equal Employment Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, sexual orientation, gender identity, national origin, disability, protected veteran status, or any other characteristic protected by law. GlideFast will consider qualified applicants with criminal histories in a manner consistent with the requirements of applicable law.

6. ASSUMPTIONS

- Client acknowledges that its participation and cooperation is critical for project success. The following assumptions, in addition to any other assumption throughout the agreement are based on information provided by Client to GlideFast relating to the project as of the creation date of this document and have been used to compute the estimated level of effort and costs. Deviations from these assumptions may lead to commensurate changes in the timelines and fees.
- The contract will begin upon signing. Work must begin within thirty (30) days of the Tentative Work Start Date defined within the Schedule section of this document. Work will conclude on an agreed-upon end date, set within thirty (30) days of the conclusion of the Total Duration defined within the Schedule section of this document. Changes to the pre-agreed schedule, contract hours and weekly minimums, or resource types for the engagement will require a change order.
- GlideFast requires at least two weeks' notice for any changes to the pre-agreed schedule, contract hours and weekly minimums, and/or resources for the engagement. GlideFast cannot guarantee the availability of the same resources due to extensions to the pre-agreed schedule and/or changes to the contract hours and weekly minimums via change order.
- GlideFast is not to be responsible for inconsistencies or "bugs" identified to be a result of the ServiceNow platform. These inconsistencies or "bugs" will be resolved through support and/or maintenance agreements between ServiceNow and the Client. GlideFast will aid where it deems appropriate.
- GlideFast is not to be responsible for inconsistencies or "bugs" identified to be a result of previous customization of base platform ("out-of-the-box") functionality. GlideFast will aid where it deems appropriate.
- Only English language services are in-scope
- GlideFast resources will be able to use their GlideFast laptop for development efforts.

6.1 GlideFast Responsibilities

- For US resources, GlideFast is responsible for providing services under this proposal during normal business hours, Monday through Friday, except on GlideFast designated holidays, unless otherwise specified. For offshore resources, GlideFast is responsible for providing services during normal business hours in their local time zone, Monday through Friday, except on GlideFast designated holidays, unless otherwise agreed to in writing.
- GlideFast resource(s) is responsible for providing good faith estimates of effort for all work requested by Client, but cannot guarantee completion of any activities assigned by Client within the estimated hours.

6.2 Client Responsibilities

- Client is responsible for providing the required resources and ensure active participation to ensure the implementation is successful. This will include executive decision maker, project leadership and management, subject matter experts, and technical resources.
- Client is responsible for providing correct and timely information, process and technical requirements, and/or has followed their internal governance and change processes. Re-work required due to Client not doing so will be charged as billable hours up to the agreed-upon hours in the Work Order.
- Unless otherwise stated in the Services section of this document, Client is solely responsible for the project management activities, including but not limited to creating and managing a project plan, scheduling internal client resources, setting up necessary meetings with the GlideFast team, assignment of activities and stories, directing the consumption of hours by GlideFast resources, communicating progress to internal stakeholders, and facilitating Client decisions.



- Unless otherwise stated in the Services section of this document, Client is responsible for providing clear and complete requirements, applicable business process documentation, and any internal technical documentation to support the GlideFast resources in the completion of their activities.
- Client is responsible for implementing and supporting all business process changes required to adopt the implementation of ServiceNow features and functionality.
- Client is responsible for supplying all information to be imported in a supported format. GlideFast will not be responsible for data modification, cleansing or alteration before, during or after importing data. Supported formats are listed on the ServiceNow Docs site.
- Client is responsible for definition and documentation of the business processes within scope for this implementation and implementing all business process changes required to support the implementation.
- Client is responsible for providing remote access to Client's ServiceNow instances and ensure appropriate technologies are available for remote work.
- Client is responsible for conducting the end-user Quality Assurance (QA) and UAT testing prior to production deployment/go-live unless otherwise state in this document.
- Client is responsible for end user training.



Change Request

This Change Request No. _____ ("Change Request") is entered into on _____, pursuant to the Professional Services Agreement dated _____ by and between _____ ("Client") and Apex Systems, LLC dba GlideFast Consulting ("GlideFast") (the "Agreement") and the Work Order dated _____ ("Work Order"). The parties agree to modify the referenced Work Order and any applicable terms as follows:

- Change Number:
- Project Name: *Enter Work Order Project Title*
- Description of Change: **In response section below please detail any applicable changes with regard to hours, resources, timing, scope etc. in relation to the original Work Order.**
- Requested by:
- Date Requested:
- All other terms and conditions of the Work Order will remain unchanged.

Response:

Schedule: *Enter start and end date*

Total fees of this Change Request are estimated to be \$X,XXX (including travel and living expenses) without and approved change order signed by Client.

Total fees of the Work Order and all Change Requests to the Work Order are estimated to be \$X,XXX (including travel and living expenses) without and approved change order signed by Client.

The parties agree that the complete agreement regarding these Services consists of 1) this Change Request, and 2) the referenced Work Order, and 3) the Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Change Request, under seal, the day and year first above written.

THIS CHANGE REQUEST IS ONLY VALID IF FIRST REVIEWED AND APPROVED BY APEX'S LEGAL DEPARTMENT.

Apex Systems, LLC dba GlideFast Consulting

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GlideFast is an Equal Employment Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, sexual orientation, gender identity, national origin, disability, protected veteran status, or any other characteristic protected by law. GlideFast will consider qualified applicants with criminal histories in a manner consistent with the requirements of applicable law.

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.

4. FEES, EXPENSES, PAYMENT SCHEDULE

4.1 Schedule

Resource/Service	Targeted Weekly Projection (Hours)	Total Duration (Weeks)	Estimated Total Effort (Hours)	Estimated Monthly Cost (\$)
GlideFast Remote Services (GRS)	15	52	780	\$13,000

Tentative Work Start Date
Tuesday, July 1, 2025

4.2 Fees

Blended Hourly Rate
\$200

Estimated Total Cost (USD)
\$156,000.00

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 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.










DOIT-1886-5-2025-GLIDEFAST-SERVICENOW SYSTEM MANAGEMENT

Final Audit Report

2025-06-12

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 Agreement completed.

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