



**County of Solano
Standard Contract**

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

KNOWiNK, LLC

CONTRACTOR'S NAME

2. The Term of this Contract is July 1, 2019 – December 31, 2020. The term may be extended on annual basis upon written agreement by the parties for up to 5 additional extensions of one-year each.

3. The maximum amount of this Contract is: \$182,750

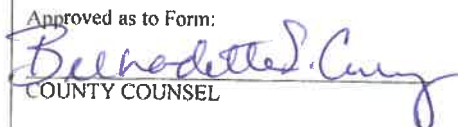
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on July 1, 2019.

<u>CONTRACTOR</u>	<u>COUNTY OF SOLANO</u>
KNOWiNK, LLC	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	Birgitta E. Corsello, County Administrator
SIGNATURE	675 Texas St., Ste. 2600
KEVIN J. SCHOTT / CFO	ADDRESS
PRINTED NAME AND TITLE	Fairfield, CA 94533
2111 Olive Street	CITY STATE ZIP CODE
ADDRESS	Approved as to Content:
Saint Louis, Missouri 63103	 6/14/19
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

It is the intent of this Contract that the Poll Pad voter check-in system (referred to as "E-Roster") to be provided by Contractor includes all items, components, products, equipment, hardware, software and spare parts necessary for conducting and administering voter check-in at elections as required under California Election Code.

1. Contractor shall be responsible for the following duties:

- a. The Contractor shall provide the County with an "E-Roster" which shall contain the following components:
 - i. Touchscreen Tablet with E-roster software;
 - ii. Bluetooth printers that can connect to one tablet at a time;
 - iii. AC Power adapters for each device.
 - iv. Hard shell carry case for tablet, printer, stylus, chargers and tablet stands.
- b. The Contractor shall provide the County with an "E-Roster" solution which shall perform the following minimum functions:

Pre-Election Functionality:

- i. The system shall allow programming of the election database by means of uploading a CSV, Tab delimited or other database file;
- ii. Uploading the system shall not include physically adding or replacing components including memory cards, hard drives, or usb drives.
- iii. Uploading the system shall take place by means of wireless (wi-fi) network.
- iv. The end users shall be able to add supplemental information to the database after the initial upload.
- v. End users shall be able to create multiple databases for the system to use within a small election window. The purpose of this is to allow for the creation of a training database within the same time span as an actual election for quick turnaround.
- vi. The pre-election software shall allow for verification of voter counts by precinct, district, party or consolidated precinct.

Election Day Functionality:

- i. Provide intuitive, logical sequencing through tabs that are easy to follow;
- ii. Clearly identify the working location and precinct number on screen;
- iii. Allow an end user to search for voter by precinct or jurisdiction wide;
- iv. Allow searches to take place by last name, first name, address, or date of birth;
- v. Allow searches to take place by any combination of the fields above;
- vi. Provide for a list of returns to display based on search criteria;
- vii. In a primary election, the list of returns shall display voters party.
- viii. For a selected voter, provide information to determine if the voter has already voted, requested a Vote By Mail Ballot, and if Identification is required (per HAVA);
- ix. Provide ability to capture voters signature directly on the tablet device;
- x. Provide method to allow "marking" the voter record to indicate the voter has voted.
- xi. For a primary election, allow for the voter to be identified as a "cross- over" voter to vote for a party that the voter is not currently registered for.

1. Not all parties allow cross-over voting. The end-user would be able to define this in the election set-up software to prevent cross-over on election day where not allowed.
- xii. Allow for switching between polling place and county wide searches with easy and intuitive instructions
- xiii. Allow issuing a provisional ballot to voters who do not have their vote by mail ballot and/or are at the incorrect location.
- xiv. Provisional voters shall be marked as such, and a printout containing the information: Voter Last Name, Voter First Name, Voter middle Initial; Voter Address, City, state and zip code, Voter Date of Birth, Voter ID information (CA Driver's License or last 4 of SSN), signature line and date.
- xv. The provisional printout shall contain the voter declaration which must state the following: "I declare under penalty of perjury that I reside at the address listed above and have not previously voted in this election either by Vote-By-Mail Ballot or any other polling place. I declare that I am a U.S. Citizen, a resident of California, not in prison or on parole for the conviction of a felony, and at least 18 years of age at the time of the election."
- xvi. Positive feedback shall be provided on-screen to end user to inform them that a function was completed.
- xvii. Throughout the day the system shall allow for end-users to print the precinct voted list. California state law requires this information to be printed every hour on Election Day.
- xviii. The precinct voted list print option should contain a selection field for start time of report.
- xix. The precinct voted list shall contain the voters' first name, last name, middle name and full address. The printout should contain the time range of the printout and the total number of voters at the top or the bottom.
- xx. The system shall allow for the end user to identify the number of voters processed by the system including the count for regular voters and provisional voters.
- xxi. The system shall not restrict end-users from processing voters before 7:00am (PST) nor after 8:00pm (PST).

Post-Election Functionality:

- i. The system shall allow for retrieving and consolidating multiple tablet devices after Election Day by means of wi-fi.
 - ii. The software shall allow for reports to indicate voter counts by precinct, district, party or consolidated district.
 - iii. For a primary election, the software will indicate the count and details of cross-over voting and party crossed into by voter ID.
 - iv. After uploading, a consolidated list of all voter ID's who have voted shall be generated as necessary by the end-user.
 - v. All records shall have a date/time stamp associated with them as part of the permanent record for each voter.
- c. Contractor shall provide for all procurement, ordering and furnishing all the materials, labor, equipment, and software (including subscriptions and licenses) described in this Exhibit.
 - d. Contractor shall provide for installation, testing and startup of the equipment and software described in this Exhibit.

- e. Contractor shall provide remote instruction and training for the County and County staff in the operation and use of all components, equipment, and software.
- f. Contractor shall provide an extended support for the equipment, materials, and software as more fully described and identified in this agreement ("System").
- g. Contractor shall deliver the equipment, material, testing, support and training defined in this contract in accordance with the following schedule:
 - Delivery of Software and applications – base application delivered with the tablets;
 - Primary Cross-Over Programming will be delivered by January 1, 2020.
 - Delivery of Training - TBD by Solano County
- h. Delivery of the system shall be inside delivery to the Registrar of Voters Office located at:

Attn: John Gardner
675 Texas St.
Suite 2600
Fairfield, CA 94533
- i. Risk of loss or damage and title of each tablet and other hardware shall pass to the County upon delivery to the County at the place of delivery. County is responsible for storing all equipment after receipt. Passage of title and risk of loss will not waive or otherwise limit any rights or remedies of the County including County's right to require repair, replacement and other remedial services.
- j. Contractor shall perform acceptance testing as defined below.
- k. Contractor shall be responsible for items below where defined as a Contractor obligation.

2. Acceptance Testing:

- a. Contractor agrees that all functionality testing and custom software testing shall be conducted by Contractor for each unit, device, and tablet prior to shipment to the County. In addition, any custom interfaces or software specific to the County shall be separately tested by Contractor before shipment.
- b. Contractor, with the assistance of the County, will demonstrate the functionality and operations of each unit upon delivery to the County, including the downloading of the County's precinct registration / voter database.
- c. If any defects are found by the County or Contractor during such approval and testing, the Contractor shall immediately initiate efforts to cure such defects. The term "defects" as used in this paragraph means discrepancies in the particular hardware or software items that inhibit the intended and accurate use of the E-Roster. County shall allow Contractor sufficient time and access to each tablet or system to correct any deficiencies with the understanding that all tablets shall be furnished, tested and operational for the March 3, 2020 Election.
- d. Acceptance testing will be performed within 90 days of contract execution, but no later than 30 days from County's receipt of hardware.
- e. The successful completion of acceptance testing shall require County to pay the associated portion of successfully tested hardware identified in the payment schedule in Exhibit B.

3. Technical Support:

- a. Contractor shall provide appropriate and trained remote technical support throughout the implementation of the System and the Initial Term (and any renewal Term) as necessary

to ensure proper installation, training, operation, and use of all equipment, hardware, software, and materials supplied to County.

- b. Contractor agrees that it will continue to have available, during the Initial Term (or any renewal Term), for any goods, equipment, hardware, or software provided pursuant to this Contract, personnel competent to make any needed repairs or replacement of the equipment, hardware, or software, as well as the capability to supply any spare parts which may be required in order to make such repairs or replacements. This provision shall not affect the respective right of the parties set forth under the Warranty below. Contractor also agrees that it will provide, at no charge, all software upgrades for the System during the Initial Term (or any renewal Term). Contractor agrees to provide County, at no cost, software improvements relating to debugging, work-around, or patches in the event such software improvements are released during the Initial Term (or any renewal Term).
- c. The Contractor shall provide necessary updates during annual maintenance periods to maintain software compliance with any applicable state or federal law.

4. Software License and Documentation:

Contractor grants to County a non-exclusive and non-transferable limited license to use the KNOWiNK Poll Pad Software ("Software") and Documentation in connection with Customer's use of the System, which is set forth in this Exhibit. With this right to use, Contractor will provide County, and County will be permitted to use, only the run-time executable code and associated support files of the Software for County's internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction and only on the hardware or other computer systems authorized by Contractor in writing. Only County and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third-party software, third party licenses may apply. County may not modify or copy the System or Software. County shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. County acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of Contractor and its licensors. County agrees that the sale of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in County any right, title, or interest in such proprietary property.

5. County Responsibilities

County shall provide access to Contractor to its personnel and premises for the purpose of performing or providing warranty or maintenance services.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

County shall compensate Contractor per the Anticipated Quantity below up to an amount not to exceed \$182,750, except in the event additional goods or services are provided by Contractor to County upon County's request, payable according to the standard hourly rates below and includes necessary expenses for travel paid in accordance with standard IRS rates, plus the actual costs of communication and report reproduction.

Estimated Per Election Support Costs

Services	Anticipated Quantity	Price per election not to exceed:
Support and Training	Election Day On-Site technical support (up to 4 technicians), deployment of technical rovers (up to 10 techs) and in-person training of poll workers (1 trainer for 10 days). Not to exceed \$1500 per person per day.	\$70,000

Estimated Annual Software Costs

Services	Anticipated Quantity	Price per year not to exceed:
Customized Development for Solano County	Optional development and customization for Solano County deployment.	\$4,000
Annual Software Maintenance	\$125 per unit for each piece of installed software (covers 310 units)	\$38,750
Total Not to Exceed Amount		\$42,750

TOTAL CONTRACT COST:

\$182,750

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum of \$182,750 for the Anticipated Quantity. Each invoice must specify services rendered, to whom, date of service and the accrued charges. County shall endeavor to pay said invoice within thirty (30) days of receipt.

3. OPTIONAL / ADDITIONAL SERVICES

This section describes optional / additional services that may be optionally purchased by the County and the additional associated costs. These items and costs are not included with the initial term.

- a. Optional Renewal Term: On each anniversary date of the contract execution, county may choose to purchase additional Renewal terms for each 12-month calendar year by paying the annual ongoing costs of \$182,750 (provided the quantity of goods and services are the same as identified within the Anticipated Quantity section above). Should County choose to modify the quantity of goods and services, the annual costs are subject to change at Contractor's election.
- b. Optional Replacement Equipment: County can request replacement of components at the following prices in the event of hardware failure, expansion of the quantity of E-rosters, or upgrade in hardware as time is needed.
 - a. Tablet Replacement - \$350
 - b. Printer Replacement - \$300
 - c. Hard shell Carry Case - \$125

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 which affect County and impact County's financial position, 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 reasonable 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 60 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 (pursuant to the Contractor's training policy) 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: **\$1,000,000** 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. County will indemnify, hold harmless and assume the defense of Contractor, its officers, employees and agents from all claims, losses, damages, including liability of every kind, directly or indirectly arising from County's operations, actions or omissions concerning the Contract or from any persons directly or indirectly employed by, or acting as agent for, County, excepting the sole negligence or willful misconduct of Contractor.

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) 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 user manuals and training videos, if applicable, that may be prepared by Contractor on behalf of County. Nothing herein shall convey or assign to County any title, right or interest in any of Contractor's intellectual property, including, but not limited to, the System or Software, source code, object code, application data files, or other data and information. The use of the Software by County shall be in accordance with the limited license provided in accordance with Contractor's Software's terms and conditions.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country. This provision does not refer to any software developed or prepared by Contractor in connection with this Contract. Said software (as well as all Software previously developed by Contractor) shall be the exclusive property of Contractor and subject to any and all intellectual property rights afforded to Contractor.

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 sixty (60) days' prior 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.