

County of Solano Contract Review Worksheet DocuSign only

Contract Number: (Dept., Division, FY, #) Authority:	
	Dept Head Execute CAO Execute
	BOS Approval Required

	NOTE: Please revi	ew all instruction	ns on the back	of this work	sheet before	e you begin processing.
1.	1. Department/Division: DoIT/ROV				2.	Date: 5/28/2025
3. Contract Administrator: John Gardner				4.]	Phone Ext: 3366	
5.	Contract Attributes:	■ Original Bid/RFP Required? □ YES □ NO			nendment/Change Order ment/Change Order Number	
	Expenditure Revenue	YES NO	Sole Source Contract? Bid/RFP No: ■ YES □ NO			et No:
	☐ Intergovernmental ☐ Personal/Professional Svcs	Date Please attach copy of	of Bid/RFP or justi	fication.	Date:	attach copies of original/amendments
	Purchase of Goods Lease Construction Other	6. Description of Contract: Delivery and retrieval of voting equipment plus Election Day Vote by Mail retrieval.		Valley	7. Name of Contractor: Valley Relocation and Storage of Northern CA 8. EIN 94-2985770 SSN	
9.	Is Contractor a California Public P If yes: Name of Public Pension Pla		☐ YES ■ NO	0	Date	of Retirement:
10.	Does Contractor have a personal relationship in a direct line of supervision in your Department? If yes, please describe relationship: Does Contractor have a personal relationship with someone in another Department? YES NO If yes, please provide Department and describe relationship:					
11.	Has County contracted with Contra				☐ YES	■ NO
	Please list County department if ot		ent listed on numbe	-		
12. Effective Date: Original Contract: 7/1/2025 This amendment: Original Contract: 7/1/2025 By this amendment:			12/31/2026			
14.			15. Payment			16. Source of Funds:
	Original Contract Amount: \$ 4, Total of Previous Amendments: \$	82,874		paid ears	Monthly	☐ Fed/State Grant ☐ Fed/State Funding ☐ County Specify:
			☐ Fixe	Fixed Progress Fed Catalog No:		
	Total Amount of Contract \$ 48.	Amount of Contract \$ 482,874		ual mate	Other	State Legislation: AB SB
17.	Fund: 001 Budget Unit: 1551	Sub-object: 2	250	18.	Current Appro	opriation Sufficient? YES NO
19.	Proposed Board of Supervisors Ag	enda Date, if required	d. Please attach age	enda summary a	nd ATR reque	st. 06/10/2025
20.	Remarks ROV has included	support costs in	the FY 2025/26	Requested	Budget	
200	21. Signature Route: Email JHGardner@SolanoCounty.gov Department Contract Administrator John Gardner HR Analyst (for Contract Employees) or Risk Management (for insurance changes)					
Contractor Signatory Name (Informational only) David Calhoun			Email MERichards@SolanoCounty.gov			
	partment Head or Designee	TPFlanagan@Sola	noCounty.gov	CAO Analys		Megan Richards Email WFEmlen@SolanoCounty.gov
Tim Flanagan W. Callaway, Deputy Email MJCallaway@SolanoCounty.gov County Counsel Reviewer Megan Callaway Megan Callaway				William Emlen (Jun 12, 2	<u> </u>	



County of Solano Standard Contract

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

BUDGET ACCOUNT:

SUBOBJECT ACCOUNT:

d below:

	Valley Relocation and Storage of Northern California	Incorporated
C	ONTRACTOR'S NAME	FORM OF BUSINESS (e.g., Limited Liability Corporation)
	the Term of this Contract is: July 1, 2025 - December 31, 2026	
3. T	he maximum amount of this Contract is:	
e	241,437 per election, for a total of \$482,874	

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 A-1 - List of Supplies

Exhibit B - Budget Detail and Payment Provision

Exhibit C - General Terms and Conditions

Exhibit D - Special Terms and Conditions

This Contract is made on June 11

. 20 25

CONTRACTOR	COUNTY OF SOLANO			
Valley Relocation and Storage of Northern California CONTRACTOR'S NAME BIGNATURE Davio CAlhan President PRINTED NAME AND TITLE 5000 MARSH DRIVE ADDRESS CON CORD CA 94520 CITY STATE ZIP CODE	William Emlen (Jun 12, 2025 15:01 PDT) AUTHORIZED SIGNATURE County Administrator TITLE 675 Texas St, Ste. 260 ADDRESS Fairfield CITY Approved as to Content Timothy Flanagan (May 28, 2025 16:35 PDT) DEPARTMENT HEAD OR DESIGN Approved as to Form: M. Callaway, Deputy. COUNTY COUNSEL	CA STATE	94533 ZIP CODE	

Rev. 3/8/2023

EXHIBIT A SCOPE OF WORK

It is the intent of this Contract that the Contractor shall provide all services and project management necessary to deliver and retrieve County voting equipment from polling places, assist with poll worker equipment pickup prior to an election, provide election day support for vote by mail (VBM) pick-up services, and provide election night support for drop-off of election supplies. The election dates include the 2026 California Statewide Primary Election (June 2, 2026), and the 2026 California Statewide General Election (November 3, 2026).

1. Contractor shall be responsible for the following duties:

A. Contractor shall ensure all voting equipment used in an election is delivered to polling places and picked up after each election. All equipment listed in Exhibit A-1 shall be expected to be delivered and retrieved from up to 70 locations. Quantity and type will vary by location. Delivery of voting equipment shall be completed within a six (6) business day window **prior** to election day. Equipment pickup shall be completed within a four (4) business day window **after** election day. Equipment will be deployed from County's warehouse on 815 Chadbourne Road in Fairfield, CA prior to election day, and returned to County's warehouse after election day.

Contractor shall also conduct the following tasks related to equipment pickup and delivery for an election:

- i. Schedule a delivery window (by email or phone) with each polling location starting the week prior to Election Day through the day before Election Day.
- ii. Work with County for polling location contact information and quantity of equipment that will be sent to each location.
- iii. Provide a minimum of two (2) delivery trucks with lift-gate, with two (2) staff per truck, to deliver equipment each day.
- iv. Contact polling place to reschedule unsuccessful deliveries and pickups, within the 6-day timeline.
- v. Provide daily reports to County on status, upcoming deliveries, and nondeliveries.
- B. Contractor shall assist the County with curbside equipment delivery and pickup for 5 days which include: Thursday, Friday, Saturday, and Monday immediately before election day, and on Tuesday, Election day.
 - a. On the 5 identified days, contractor shall deploy "curbside equipment" designated by the County to 9 locations around the county. Deployment must be done with 2 persons in a mini-van sized transport vehicle. Separate vehicles shall be used for each location. All equipment shall depart the County Administration Center (CAC) parking structure, located at 675 Texas St. in Fairfield CA at approximately 30 minutes before the opening time of each location.
 - i. Vans need to be 7-8 passenger van class size or larger, with enough capacity to hold 140 cubic feet of supplies, rear seats removed or stowed, and low enough to fit through a 7' 0" garage.

- ii. Keys for all vehicles shall be left with Registrar of Voters (ROV) staff when not in use.
- b. On the 5 identified days, contractor shall retrieve all "curbside equipment" designated by the County to 9 locations around the county. Deployment must be done with 2 persons in a mini-van sized transport vehicle. Separate vehicles shall be used for each location. All equipment shall be returned to the CAC parking structure.
 - i. Upon arrival all designated official ballot boxes must be returned to the ROV staff and not left in vehicles unattended.
 - ii. Keys for each vehicle shall be left with ROV staff at the end of retrieval.
 - iii. Drivers should depart for each location at least 45 minutes before designated closing time.
- c. All location hours are as follows:
 - i. Thursday, Friday, Saturday before Election Day 8:00am to 5:00pm
 - ii. Monday before Election Day 8:00 to 5:00pm
 - iii. Tuesday Election Day 7:00am to 8:00pm
- C. Contractor shall assist the County with poll worker equipment pickup on the Saturday before Election Day as 100-200 poll workers bring their personal vehicles to the County office to collect a variety of poll worker supplies not included in subsection A above.
 - 1. On the Saturday before each election day provide assistance to the County for election supply ballot bag pickup and loading into poll worker's personal vehicles at the County Administration Center (CAC) parking structure, located at 675 Texas Street in Fairfield, CA. Anticipated timeline for this event will be from 7:00 AM to 5:00 PM on the Saturday **prior** to each election.
 - i. Provide two (2) 26' lift gate trucks and six (6) staff to move equipment and supplies from County's warehouse on Chadbourne Road to CAC in one trip.
 - ii. Assist County Staff to stage supplies prior to event in the County parking structure
 - iii. Provide six (6) staff to assist with loading bags and equipment into private vehicles in the County parking structure.
- D. Contractor shall provide election day support for VBM services. This process includes providing to the County 40 vans with two (2) staff in each van from 12:00 PM until approximately 10:00 PM on election day. Preparations for this event shall take place on the Friday before election day as described below:
 - 1. Friday before election day, Contractor shall deliver 40 vans to CAC Garage.
 - i. Vans need to be 7-8 passenger van class size or larger, with enough capacity to hold 140 cubic feet of supplies, rear seats removed or stowed, and low enough to fit through a 7' 0" garage.
 - ii. Contractor shall park all vans on the 5th floor secured parking area of the CAC garage in assigned slots. (**NOTE:** the CAC garage has a 7' 0" clearance.)
 - iii. Contractor shall provide keys that are tagged by van number.
 - iv. Keys are given to County staff until election day.
 - v. Provide one Project Management staff on-site at the CAC to coordinate arrival of vans.
 - vi. Delivery of vans shall be completed by no later than 7:00pm on the Friday evening **prior** to election day.

- 2. Saturday before election day Contractor shall provide four (4) staff from 10:00 AM to 2:00 PM to load vans with supplies provided by County.
- 3. Contractor shall provide 80 staff to drive vans on election day to collect VBM ballots throughout the day from specific assigned polling locations.
 - i. All 80 staff will be required to attend a swear-in and training session at 11:30 AM on election day.
 - ii. Provide four (4) staff that will drive two (2) vans designated as "recovery" vans to assist with any problems that develop with the 50 base vans. The recovery vans will be assigned to wait at specific locations within the county throughout the day until dispatched by Contractor.
 - iii. Provide at least three (3) Project Management staff on-site at the CAC to manage drivers/passengers (from 11:00 AM until 10:00 PM).
 - iv. The 50 vans provided will be used to collect secured containers of VBM ballots plus other voting equipment from all 100 polling places throughout the day requiring three (3) trips to each location as follows:
 - 1. Trip 1 1:00 PM collect VBM ballots, swap an empty bag for a full bag.
 - 2. Trip 2 5:00 PM collect VBM ballots, swap an empty bag for a full bag.
 - 3. Trip 3 close of polls. Collect VBM Ballots, Official Ballots, Voted Provisional Ballots, Eroster Ticket Bags, memory cards, Electronic Rosters from all polling places.
 - v. Each trip requires a return to the CAC.
 - vi. It is anticipated that this activity will end around 10:00 PM on election night, or whenever each van has returned to County, whichever comes first.
- E. Contractor shall provide support to County on election night for the return of supplies from 70 polling places. Vans referred to in subsection D above will be returning with a variety of supplies. This function is managed at the CAC in coordination with County staff to expedite unloading the vans, checking in equipment, organizing supplies in preparation for post-election activities, and then tearing down the collection center at the CAC. Specific tasks are as follows:
 - 1. Election night from 6:00 PM to midnight.
 - i. Provide six (6) staff to assist with setup of County provided conveyors and staging of county provided carts and materials to assist with items returning in vans.
 - ii. Provide one (1) staff member for project management to coordinate with County to assure all items that need to be returned are accounted for.
 - iii. Provide 13 purge bins to collect various bags returned to County.
 - iv. Provide one (1) 26' box truck with lift gate, and two (2) drivers, to return items to the County's warehouse on Chadbourne Road.
 - v. Contractor staff will provide assistance with setup, moving equipment around CAC, teardown of County conveyors for the collection event and return of supplies to the County's warehouse on Chadbourne Road.
 - vi. All Contractor staff to remain on site until the collection event is complete.
 - vii. Carts, trucks, dollies, bins, or other equipment provided by the Contractor for this event shall be returned to the Contractor by Friday after election day.

- viii. Contractor's equipment should be clearly identified, so as not to confuse Contractor equipment with County equipment.
- F. Contractor shall attend project planning/debrief meetings for each of the services provided in items A-E above. Contractor shall attend in-person meetings with County staff for planning, discuss details/changes, and post-process debrief meetings. Each meeting shall be between 1-2 hours in length and held at the offices of the County. Contractor should anticipate two meetings **prior** to the election, and one meeting **after** each election.

2. County Responsibilities

- A. County shall provide access to Contractor to its personnel and premises for the purpose of performing or providing services identified above.
- B. County shall provide timely information to Contractor when requested. County shall provide necessary maps, routes, assigned equipment, and locations being used in each election at least 90 days prior to each election or as soon as possible after the announcement of the election

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

County shall compensate Contractor up to an amount not to exceed \$241,437 for each election as follows, and includes any and all necessary expenses, including travel:

Estimated Per Election Support/Services Costs

Election specific services	Cost Per Service Not to Exceed	Total price per election not to exceed:
Deliver voting equipment to 70 polling places.	\$105 per location	\$7,350
Pickup voting equipment from 70 polling places.	\$105 per location	\$7,350
Provide 2- 26' box trucks with lift gate on Saturday before election	\$1,560 per box truck	\$3,120
Deliver 40 vans as specified to CAC on Friday before election to be used until midnight on election day.	\$2,700 per van	\$108,000
Deliver 9 vans as specified to CAC on Wednesday before election to be used until 10pm on Election Day.	\$4,160 per van	\$37,440
Provide 4 staff members from 10am to 2pm on Saturday before election day	\$312 per staff member	\$1,248
Provide 18 staff members from 6:00am to 10:00am for Thursday, Friday, Saturday and Monday before election day to retrieve curbside materials.	\$312 per staff member	\$5,616
Provide 18 staff members from 3:00pm to 7:00pm for Thursday, Friday, Saturday and Monday before election day to retrieve curbside materials.	\$312 per staff member	\$5,616
Provide 18 staff members from 5:30am to 9:30am for Election day to retrieve curbside materials	\$312 per staff member	\$5,616
Provide 18 staff members from 6:00pm to 10:00pm for Election Day to retrieve curbside materials.	\$312 per staff member	\$5,616
Provide 80 staff members from noon to 10pm on election day for vote by mail (VBM) collections.	\$285 per staff member	\$22,800
Provide 6 staff to assist with setup of election night materials and conveyors from 6pm to midnight on election day.	\$400 per staff member	\$2,400

Provide costs for rental of 13 purge bins.	\$155 per purge bin	\$2,015
Provide costs for 1 26' box truck with liftgate for election day from 6pm to midnight.	\$1,250 per truck	\$1,250
Provide project coordinators as indicated in section C.1, C.3, and D.1 above.	\$1,560 per project coordinator	\$4,680
Administrative costs for planning meetings and project execution	\$2,080 per election.	\$2,080
Delivery and pickup of Personal Protective Equipment (PPE) from polling places as necessary.	\$19,240 per election	\$19,240

TOTAL PER ELECTION CONTRACT COST NOT TO EXCEED:

\$241,437

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 provided for on the Standard Contract. 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.

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 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 (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: \$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) 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 "Anti-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.

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. INSURANCE

- A. The Automobile Liability insurance required by Section 7(C)(2) in Exhibit C, shall apply to each van provided under this Contract.
- B. Notwithstanding Section 7(D) in Exhibit C, Cyber Liability and Professional Liability coverage is not required to be maintained by Contractor under this Contract.

EXHIBIT A-1 LIST OF SUPPLIES FOR POLLING LOCATIONS

Supplies to be delivered to each polling location may include the following items.

Item	Picture
ADA Access Arrow Signs (ground) 26x30 .5 lb	ACCESS
ADA Access Route Signs with arrow cone topper 13x11.5 .5 lb	ACCESS ROUTE
ADA Curbside Voting cone topper 13x12 .5	CURBSIDE VOTING
ADA Curbside Voting Cone topper 30x13 2 lb	CURBSIDE VOTING 707-416-6918

Item	Picture
ADA pole Signs 36x2 5 lb	VOTER PARKING
Signs VOTE HERE Arrow (ground) 26x30 1.0 lb	VOTE HERE
Signs Voter Access cone topper 17x11 .8 lb	* * * VOTER ACCESS * * *
Signs "NO Electioneering" Metal A-Frame 29x28x1 5.8 lb	Science Courty Register of Voltes No electioneering permitted within 100 feet of politing place The poli

Item	Picture
Signs A Frame Vote Here 37x26x2 15.8 lb	VOTE
Signs Arrow (RED) 11x4 .5 lb	
Signs NO Parking Cone Topper 13x10.5 .5 lb	PARKING
Signs A-Frame PP w/Arrow 45x25x3 14.2 lb	POLLING PLACE SOLANO COUNTY ELECTION DEPT.

Item	Picture
Signs A-Frame PP w/Arrow 46x27x4 22.2 lb	Solano County Registrar of Voters POLLING PLACE
Signs Metal A-Frame PP w/Arrow 28x30x2 6.6 lb	POLLING
Signs PP Arrow (ground) 24x18.5 .4 lb	PLACE Product 17/10
Signs VOTE Arrow (ground) 24x18 .4 lb	VOTE 17410

Item	Picture
Poll Place Metal A Frame 29x29x1 5.8 lb	Polling Place
Feather Flags 36x4x2 8 lb	
Tables, Folding, Black 30x36x5 40.4 lbs.	
Rubber Ramps 38"L x 2" W 10 lbs.	THE STATE OF THE PARTY OF THE P

Item	Picture
Folding White Tables 72x30x3 37.2 lb	H
Tables Folding, white 36x4x30 28.2 lb	
Table 35x27x4 17.2 lb	AutoMARK
Greeter Table 31x19x2 7 lb	

Item	Picture
Folding Chairs 39x18x4 9.2 lb	
Greeter Chairs 18x39x3 9.4 lb	
Green Cart 62x60x16 122 lb	
Plastic Bag Ballot Clerk (Green) 14x15x4 1.0 lb	

Item	Picture
Plastic Bag eRoster Clerk (Orange) 14x15x4 1.0 lb	
Plastic Bag Provisional Clerk (Purple) 14x15x4 1.0 lb	
Quad Booths 38x8x24 46.2 lb	
Quad Booths Lights 9x13x3 2.0 lb	READING pakflati

Item	Picture
Blue Bags 21x19x6 3.2 lb	E-ROSTER VOTER TICKETS SOLANO COUNTY REGISTRAR OF VOTERS
Pink Bags 21x19x6 3.2 lb	SOLENG COUNTY REGISTRAN OF YOTERS
Yellow Bags 21x19x6 3.2 lb	VOTE BY MAIL BALLOTS Solano County Registrar Of Voters
Rubber Cushion 3x3	03/25/2

Item	Picture
ADA Voter Parking Van Accessible Cone Topper 13x11.5 .5 lb	VOTER PARKING VAN ACCESSIBLE
ADA Voter Parking cone topper 13x11.5 .5 lb	VOTER PARKING
ADA Voter Parking Cone Topper 13x11.5 .6 lb	
Cones ADA Small Blue 12x12x18 1.6 lb	

Item	Picture
Cones Large Tall Orange 14x14x30 7.2 lb	ELECTIVE DEP
Cones Sign Holder Cap 6x4x4 .5 lb	SOCIAL PARTIES AND THE PARTIES
Cones Skinny Tall Orange 14x14x28 7.2 lb	GSZPSZPOLS CID-CID
Cones Small Orange 11x11x18 2.8 lb	LECTIP DEP

Item	Picture
Bag Red Inspector 11x25x21 9.6 lb	Solano County Elections
Black Supply Bag 11x25x21 9.6 lb	Solano County Elections
Booths ADA 22x24x5 17.6 lb	A. Nandoop Bottle
Booths Regular 22x24x5 17.6 lb	To the second se

Item	Picture
Booths Regular Blk Legs 22x24x5 17.6 lb	
Booths RMA 22x24x5 17.6 lb	
Verity Scanner - deploying in caddy	
Verity Touchwriter with Printer - deploying in caddy	

Item	Picture
Caddy with Casters for Verity Equipment 2x4x6 226 lbs.	
Verity Ballot Box 29x26x6 25.6 lbs.	

Valley Relocation Drayage - ROV

Final Audit Report 2025-06-12

Created: 2025-05-30

By: Austin Cliche (AJCliche@SolanoCounty.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAWztMQhHq9_5kKH7ZEz_DXNfU651hr7jj

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