



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:

KOFILE Technologies, Inc.
CONTRACTOR'S NAME

2. The Term of this Contract is: April 28, 2020 through April 27, 2023

3. The maximum amount of this Contract is:
\$750,000

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 April 28, 2020.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Contractor info includes Kofile Technologies, Inc., signature of Hubert P. Auburn, address in Dallas, TX. County info includes authorized signature of Brigitta E. Corsello, County Administrator, address in Fairfield, CA, and County Counsel signature.

Rev. 1/25/12

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

The volumes will receive the following services as outlined below and shall adhere to Kofile Technologies, Inc. General Services Administration (GSA) Schedule 70 Contract No. GS-35F-275AA, which is incorporated into this Contract by this reference and in Exhibit A-1.

Specifically, Contractor will:

1. Level of Service: PRV- Preservation (Conservation Treatments, Deacidify, Encapsulate, & Bind/House)

- 1.1. Dismantle volumes and surface clean sheets to remove deposits. This includes dust, soot, airborne particulate, sedimentation, insect detritus, and biological/mineral contaminants. Tools used for cleaning shall be a microspatula, dusting brush, latex sponge, powdered vinyl eraser, or block eraser.
- 1.2. Remove any non-archival repairs or fasteners, such as residual glues. All tape and previous mends will be reduced to the furthest extent possible without causing damage to paper and inks.
- 1.3. Mend tears with Japanese tissue. All materials will be acid free and reversible.
- 1.4. Deacidify sheets after careful testing. Use magnesium oxide to deacidify (or neutralizes) acid inks and paper by providing an alkalize reserve. Chemicals used shall not degrade the sheet. Randomly test to ensure an 8.5 pH with $\pm .5$ deviation.
- 1.5. Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope will be composed of SKC Films, Skyroll SH72S® Mylar and include a patented lay flat design.
- 1.6. Volumes shall be rebound in a custom-fitted and stamped Heritage Recorder binder or a Disaster Safe County Binder™ (DSB). A volume may return as two volumes, depending on page count, due the additional weight of the Mylar envelopes.
- 1.7. Repair or replace index tabs as necessary.
- 1.8. A dedication and treatment report shall be included in the binder.
- 1.9. A final quality check with reference to original log sheet.

2. Level of Service: Imaging (IM)

- 2.1. Capture images at a minimum of 300 dpi at 256 gray levels to ensure the optimum resolution quality for data with poor contrast and illegibility concerns.
- 2.2. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format.
- 2.3. Provide the County with one MASTER COPY (DVD or CD).
- 2.4. Contractor can hold a security copy for safe keeping. The Contractor will not sell, distribute, or grant unauthorized access to County records. They are strictly the County's property.
- 2.5. Contractor will use the *Image Perfect* software application for custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing.
- 2.6. Electronically annotate on the re-created image.
- 2.7. Certify all images. Each image shall be checked during Quality Control to verify effectiveness and minimum legibility.

3. Level of Service: Storage System

3.1. Archival 4Post™ Shelving Units

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. County shall appoint a County Project Manager (CPM) who will be the primary contact and is responsible for monitoring Contractor provided services.
- B. County shall create a transmittal listing of books sent for restoration and imaging.
- C. Upon return of the books, County will check the books received against the original transmittal listing. Any discrepancy will be immediately reported to Contractor.
- D. County will review each book's permanent log. If County determines Contractor's work performance was unsatisfactory, CPM shall prepare a Contract Discrepancy Report (CDR). The CPM will issue the CDR to Contractor within five (5) working days of making the unsatisfactory performance determination. Contractor shall respond to County within five (5) working days from receipt of the CDR and correct the deficiency at no additional cost to County.



GSA Greater Southwest Region

March 25, 2013

Kofile Preservation, Inc.
Attn: Rich McDaniel
6300 Cedar Springs Rd.
Dallas, TX 75235-5809

Dear GSA Contract Partner:

Congratulations on receiving your GSA Multiple Award Schedule Contract. A copy of your awarded pricing/commercial catalog and/or price list, a copy of the approved commercial subcontracting plan, which are accepted by the Government, along with a copy of your contract, number GS-35F-275AA, effective April 1, 2013 for Kofile Preservation, Inc., products/services awarded under solicitation FCIS-JB-980001-B, is enclosed.

The following clauses in your contract require your immediate attention:

- I-FSS-600 - Contract Price Lists. This clause provides instructions for preparing your paper and electronic Federal Supply Schedule catalog price lists, as well as instructions for printing paper price lists and distributing paper price lists.
- 552.238-71 – Submission and Distribution of Authorized FSS Schedule Price Lists. In accordance with this clause, you are required to submit your electronic catalog data for inclusion in GSA Advantage! **This data, at a minimum, must contain a text file that reflects the information shown on your award document, SF 1449, beginning on page 1B (or the page following the award signature page) through point 26. For instructions on submitting your data, log on to our Vendor Support Center (VSC) web site at <http://vsc.gsa.gov> to download the latest version of the Schedule Input Program (SIP).** If you prefer to use Electronic Data Interchange (EDI), the latest sample for the 832, Transaction Set, can be found at the same web site. You must submit your electronic catalog file to GSA within 6 months from the date of this contract award. Once submitted, your electronic catalog will appear on our on-line shopping service (<http://www.gsaadvantage.gov/>). Enclosed is an instructional package entitled "Vendor Start-Up Kit" for preparation and transmission of your electronic file for inclusion in GSA Advantage! Reference clause I-FSS -599 – Electronic Commerce, for additional information.

Note: Failure to submit your electronic catalog data within 6 months from date of contract award may result in cancellation of your contract.

- 552.238-74 – Industrial Funding Fee (IFF) and Sales Reporting. This clause provides instructions for reporting sales electronically to the FSS 72A web site. You must contact the VSC immediately to register your contract information. This may be done via telephone by calling toll free 877-495-4849, or electronically on the 72A website (<http://72a.fss.gsa.gov>). Also, this clause provides instructions for remitting a fee based on your sales reports, as required by your contract. We have enclosed a flyer of guidelines to assist you in submitting your payments.

Please note that this is the proper address for submitting your IFF payment:

General Services Administration
Industrial Funding Fee (IFF)/SIFT
P. O. Box 979017
St. Louis, MO 63197-9017

Did you know that you can pay your IFF online? GSA is pleased to provide you with the option of paying online via electronic check (direct debit) or credit card. It's fast, it's easy, and it's secure. The new system eliminates the expense and administrative burden of processing paper checks, delays that are inherent in sending checks through the mail, and the need for post payment research.

The 72A website has a link to a user's guide, which gives detailed instructions.

Your contract is subject to the Equal Opportunity Clause 52.222-26. The Equal Opportunity Clause requires that the enclosed Equal Employment Opportunity (EEO) poster be displayed in a conspicuous place available to employees and applicants for employment. Subcontractors must similarly display the EEO poster. Prime contractors and subcontractors are required to file the Equal Employment Opportunity EEO-1 Survey in accordance with the instructions found at <http://www.eeoc.gov/eeo1survey/>.

Most modifications to your contract may be submitted electronically after first obtaining a digital certificate. Two certificates per DUNS number are available to you at no cost. A digital certificate overview, as well as the link to bypass the payment information, can be accessed at <http://eoffer.gsa.gov>. If additional certificates are needed beyond the 2 free ones, follow the links at that website to gain current information on purchases.

Modification Requests: The Greater Southwest Acquisition Center's Schedule 70 program will only accept contractor initiated modification requests via the GSA eMod system effective immediately. The eMod system is a web based application that allows contractors to electronically prepare and submit modification requests. Modification requests are received, reviewed and tracked with greater efficiency and oversight when using the eMod system. The documentation required to support a modification request will remain unchanged. Please note that contractor initiated modifications transmitted by means other than through the eMod system will be rejected. If you receive an error concerning authorized negotiators when you input the first eMod, please contact your contracting officer for assistance with the initial input.

Information and training relating to the eMod system is located in the GSA Vendor Support Center and eOffer websites. Consistent with current practices, modification requests initiated via the eMod process must be submitted by an authorized contract representative.

Under this process, your authorized contract representative must obtain a digital certificate before initiating an eMod. A digital certificate is an electronic credential that identifies you, your organization and your web browser. You will not be able to enter a modification request into the eMod system without a current digital certificate. If you receive an error concerning authorized negotiators when you input the first eMod, please contact your contracting officer for assistance with the initial input.

The following link will provide guidance on utilizing the eMod system, obtaining digital certificates, and using the eMod training guide.

<http://eoffer.gsa.gov>

If additional certificates are needed beyond the 2 free ones, follow the links at that website to gain current information on purchases.

We look forward to developing a business partnership and a mutually satisfying relationship with you. Excellence in acquisition is a priority for GSA, and we provide several training and marketing tools to assure the proper use of GSA contracts. We strongly encourage you to review and consider these tools when doing business with your government customers.

Training -- GSA recognizes the need for quality training and offers the GSA Center for Acquisition Excellence which is free of charge for customers, contractors, and the general public. We encourage you to make a difference and help your customers understand how to properly use and understand the GSA Schedules program by directing them to this free training website or including the following statement in your Contract Price List and publications: Free training on the use of the GSA Schedules program can be accessed through various links on the gsa.gov/schedules Information page or directly at:

<https://cae.gsa.gov/>

Recommended viewing for all of the people in your company who will be administering any part of the contract is the **Contractor Orientation Webcast** which has been developed to provide you with critical information on contract requirements and contractor responsibilities. This is a beneficial tool to help contractors comply with contract terms and conditions, and will help you in generating business and fulfilling customers' needs. The presentation can be accessed at any time by simply going through the **Vendor Support Center** website and clicking on the **Trainings Tab** on the left.

Marketing -- GSA occasionally host or participates in industry supply and service expositions or other marketing activities that may be of interest to you.

To receive notifications about these opportunities, please provide your company's corporate marketing point of contact to the GSA Contracting Officer and to the FSS Office of Marketing, Communications Division (FMC), 2200 Crystal Drive, Crystal Plaza 4, Room 200, Arlington, Virginia 22202-4502, within 15 days from the date of this letter.

The Federal Procurement Data System (FPDS-NG) at <https://www.fpds.gov> is the Government's central repository of statistical information on federal contracting. The FPDS database is a searchable system that can provide customer-focused sales reports to aid in your marketing efforts. The FPDS reports identify customer information, such as the procuring agency, a description of what was purchased, from which contractors, for how much, when and where.

Please visit www.gsa.gov/market2feds for help in marketing your products to the Federal Government.

Logo -- You may use the "GSA Schedule Contract Star Mark" and other authorized logos to identify your Schedule contract to the Federal community. The design is flexible, allowing you space to insert your Contract Number. Guidelines for the proper use of the GSA logo and Schedule Contract Star Mark are provided at gsa.gov/logo. Use of these designs does not eliminate the requirements that a contractor comply with the provisions of the General Services Administration Acquisition Manual (GSAM), Clause 552.203-71, Restriction on Advertising. It is appropriate to use the designs in an advertisement directed to federal government contract users, provided that the advertisement does not state or imply that the product or service is endorsed or preferred by the government.

GSA Schedules -- We invite you to visit the GSA Schedules web site at gsa.gov/schedules for up to date information on the GSA Schedules program. Your firm will be listed as a GSA contractor under the "Schedules e-Library." You may search this site by contractor Name, Contract Number, GWAC Number, or keywords.

If you should have any questions, please do not hesitate to contact me on (Contracting Officer's phone number). Again, we look forward to working with you.

Sincerely,



Contract Specialists

(10 Enclosures)

1. Commercial Catalog and/or Price List
2. Contract
3. Industrial Funding Fee Payment Misidentification
4. EEO "The Law"
5. WH Publication 1088, Federal Minimum Wage
6. WHD Publication 1313, Employee Rights on Government Contracts
7. GSA Contract Checklist
8. GSA Advantage Start-Up Kit
9. GSA SmartPay Brochure
10. Notice to Employees

To help you administer your GSA contract, the following is provided:

GSA CONTRACT CHECKLIST

For all questions/actions, **except** reporting of quarterly contract sales and submitting the quarterly industrial funding fee you will correspond with:

General Services Administration
Greater Southwest Region
IT Schedule 70
819 Taylor Street, Room 7A07
Fort Worth, TX 76102-6114

Phone: 817-978-7162
E-mail: shade.strunk@gsa.gov

Fax: 817-574-4227

Notify this office in writing regarding items addressed below:

1. If any of the following change –

- address, phone number(s), fax number (especially area code)
- points of contact (contract administration, 72A sales reporting, industrial funding fee)

If your address changed, how does it affect the payment/ordering addresses, 72A sales reporting point of contact, industrial funding fee contact, do they also need to be changed?

A formal modification will be issued to change the contract information. A formal modification is not effective until signed by a GSA contracting officer.

2. If your non-government (commercial) price list is updated and you wish to use it regarding your GSA contract:

Submit two copies of the new price list

- Mark all items with the applicable Special Item Number (SIN)
- Mark-out those items and terms which are excluded

In a letter, indicate why you are submitting a new commercial price list (e.g., models deleted or added, price reductions, price increases.)

- ◆ **If you are adding a new SIN or brand not currently awarded on your contract, you must provide sales data according to the CSP-1 clause of your contract. The CSP-1 clause is included in the modification package, Schedule 070, Solicitation FCIS-JB-980001-B, which can be accessed at <http://www.fedbizopps.gov>.**

This office will then issue a contract modification incorporating the new price list into your contract. You **CANNOT** sell under your GSA contract from the new price list until the GSA contracting officer signs the modification.

3. Once you receive the modification, which incorporates a new price list or items, provide this office with two copies of the updated cover page information and two copies of the price list.

If you are on GSA Advantage!™ you must submit updates to your electronic price list. Changes to GSA Advantage!™ are always made based on the latest approved or rejected file from this office.

Please note – GSA Advantage submittal does not replace the requirement to submit two copies of new commercial price lists, and the requirement to formally modify your contract to incorporate the new commercial (non-government) price lists.

PART NO.	ITEM	UNIT	PRICE
TECHNICAL CONSULTING SERVICES			
TCS001	Customer Support Specialist/Off Hours	Per Hour	\$220.50
TCS002	Customer Support Specialist/Business Hours	Per Hour	\$176.50
TCS003	Certified Digital Imaging Architect	Per Hour	\$183.75
TCS004	Database Administrator (DBA)	Per Hour	\$194.25
TCS005	Graphic Artist I	Per Hour	\$70.00
TCS006	Graphic Artist II	Per Hour	\$80.00
TCS007	Information Assurance Engineer I	Per Hour	\$70.00
TCS008	Information Assurance Engineer II	Per Hour	\$80.00
TCS009	Project Architect	Per Hour	\$194.25
TCS010	Project Manager	Per Hour	\$194.25
TCS011	Software Programmer	Per Hour	\$220.50
TCS012	System Consultant	Per Hour	\$165.90
TCS013	Technical Writer	Per Hour	\$132.30
TCS014	Trainer	Per Hour	\$165.90

All prices approved. No exclusions

SIN: 132-51

Linda Stok 3/21/13

Kofile Preservation, Inc., offer dated December 17, 2012 and Final Proposal Revision dated March 6, 2013, submitted in response to standing Solicitation No FCIS-JB-980001-B, for Multiple Award Schedule 070— General Purpose Commercial Information Technology Equipment, Software, and Services, is hereby accepted by the Government for Special Item Number (SIN) 132-51 for the contract period April 1, 2013 through March 31, 2018.

A Subcontracting plan was not required for contract award.

Kofile Preservation, Inc., Technical Consulting Services, Commercial Price List, effective: September 27, 2012, is approved to be used as the basis of award. Price List has been annotated to reflect Special Item Number (SIN) applicability for each item.

Most Favored Customer: Award is based upon discounts granted to Infolob Solutions, Inc., Most Favored Customer (MFC) identified as "County Clerk's Office, Harrison County, TX".

The award is predicated upon the above-listed most favored customer; therefore, it is that customer upon which the Price Reduction Clause, 552-238-75, will be activated. The Economic Price Adjustment Clause 552-216-70, applies to all items awarded herein.

The following price/discount relationship is hereby accepted for this award: Kofile Preservation, Inc., Most Favored Customer is "County Clerk's Office, Harrison County, TX".

Kofile Preservation, Inc., Most Favored Customers (MFC) and the Basis of Award (BOA) for this contract are "County Clerk's Office, Harrison County, TX". The price/discount relationship between the Government and the MFC will never be less favorable to the Government than at the time of award, that is: For the life of the contract, the Government's basic discount will never be less than 6% and will always be at least 3% greater than the 3% basic discount granted to the MFC, which is County Clerk's Office, Harrison County, TX.

The Industrial Funding Fee and Sales Reporting (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price relationship. The contractor shall add the prevailing IFF to the net GSA price (price after negotiated markups and/or discounts are deducted). The current IFF rate stands at .75%.

The contract will be administered by the address shown in Block 9 of Page 1, except for administration of the Industrial Funding Fee and Contractor Report of Sales Program, which is delegated to:

General Services Administration, FAS
Thomas P. O'Neil Jr. Federal Building
10 Causeway Street, Room 1008
Boston, MA 02222

This award consummates the contract, which consists of the following documents:

- (a) The Government's solicitation,
- (b) Kofile Preservation, Inc., Offer
- (c) Kofile Preservation, Inc., FPR
- (d) This award/contract.

Pages 1B through 1D of this award reflect terms and conditions accepted at the time of award. As required in Clause I-FSS-600, Contract Price Lists, the information listed on pages 1B through 1D must also appear on the Cover Page Notices required by the clause.

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 070: General Purpose Commercial Information Technology Equipment, Software, and Services

CONTRACT NUMBER: GS-35F-275AA

CONTRACT PERIOD: April 1, 2013 – March 31, 2018

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: Kofile Preservation, Inc.
6300 Cedar Springs Rd.
Dallas, TX 75235-5809
Phone number: 214-351-4800
Fax number: 214-442-6669
E-Mail: Susanna.Records@kofile.us

CONTRACTOR'S ADMINISTRATION SOURCE: Kofile Preservation, Inc.
6300 Cedar Springs Rd.
Dallas, TX 75235-5809
Phone number: 214-351-4800
Fax number: 214-442-6669
E-Mail: Susanna.Records@kofile.us

BUSINESS SIZE: Small

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBER (SIN)

SIN	DESCRIPTION
132-51	Information Technology Professional Services

1b. HOURLY RATES: N/A

2. MAXIMUM ORDER*:

132-51 **\$500,000 per order per SIN**

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$600.00

4. GEOGRAPHIC COVERAGE: 48 States, D.C.

SOURCE SELECTION INFORMATION
See FAR 3.104

5. **POINT(S) OF PRODUCTION:** Dallas, TX
6. **DISCOUNT FROM LIST PRICES:** 6% from the accepted pricelist. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0.75%.
7. **QUANTITY DISCOUNT(S):** None
8. **PROMPT PAYMENT TERMS:** Net 30 Days
- 9.a **GOVERNMENT PURCHASE CARDS MUST BE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.**
- 9.b **GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.**
10. **FOREIGN ITEMS:** No
- 11a. **TIME OF DELIVERY:** 60 Days after receipt of order
- 11b. **EXPEDITED DELIVERY:** Contact Contractor
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact the Contractor for rates.
- 11d. **URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **FOB POINT:** Destination
- 13a. **ORDERING ADDRESS:** 6300 Cedar Springs Rd., Dallas, TX 75235-5809
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
14. **PAYMENT ADDRESS:** 6300 Cedar Springs Rd., Dallas, TX 75235-5809
15. **WARRANTY PROVISION:** N/A
16. **EXPORT PACKING CHARGES:** Not applicable
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level)
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

- 23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): None
- 24b. SECTION 508 COMPLIANCE FOR EIT: N/A
- 25. DUNS NUMBER: 07-829-6441
- 26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Registration valid until June 19, 2013.

Susanna Records

From: fss.online@gsa.gov
Sent: Thursday, March 22, 2018 1:06 PM
To: wjarnold@gssi.com
Cc: Susanna Records; michael.mcgraw@gsa.gov; thomas.slager@gsa.gov; fss.online@gsa.gov
Subject: Exercising the Option for Contract Number GS-03F-076AA

GSA Federal Acquisition Service (FAS)
Integrated Workplace Acquisition Center, (3QSA) Philadelphia, PA 19107

Dear Susanna Records:

Congratulations on receiving your Federal Supply Schedule Contract, Option Extension. Your new contract period is May 22, 2013 to May 21, 2023.

We look forward to continuing our partnership with you. Excellence in acquisition is a priority for GSA, and we provide a variety of training and marketing opportunities to ensure the proper use of GSA Schedule contracts. We strongly encourage you to review and consider the following when doing business with your Government customers:

Web 2.0 - Take advantage of GSA's Multiple Award Schedules (MAS) Program Portal at www.gsa.gov/schedules. The portal uses Web 2.0 technologies to consolidate online resources and provide enhanced education for the vendor community. Take advantage of the free video and audio training, podcasts, searchable MAS Desk Reference Guide, and access to the MAS Blog and discussion forums in GSA Interact, FAS' social media platform and online community.

* The MAS portal also incorporates other enhanced tools and resources, including a newly redesigned Vendor Support Center (<https://vsc.gsa.gov>), which provides entry for you to access resources to help you work with FAS. From there, link to GSA Advantage!, FedBizOpps, eBuy, GSA eLibrary, and eOffer/eMod.

* As a GSA Schedule Contractor, your firm will be listed in GSA eLibrary (<http://www.gsaelibrary.gsa.gov/>), our online source for the latest contract award information.

Please note you are now required to repost your GSA price list to GSA Advantage! with the option modification number and the new option period (process may vary for contractors that use the Formatted Product Tool). All other terms, conditions and pricing remain unchanged.

Finally, if you have any questions or require additional information regarding your contract award, do not hesitate to contact me by email at michael.mcgraw@gsa.gov or by phone at 215-446-4895.

Sincerely,

Michael McGraw Jr
Contracting Officer

This is an auto generated email. Please do not reply to this email address.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.Contract ID Code	Page of Pages 1 2
Amendment/Modification No. PO-0006	3. Effective Date: Apr 01, 2018	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 70	
6. Issued By: General Services Administration OFFICE OF IT SCHEDULE PROGRAMS 1800 F ST. NW WASHINGTON DC 20405		7. Administered By: (If Other) GSA/FAS/QVOCC 10 CAUSEWAY ST BOSTON MA 02222		
8. Name and Address of Contractor (No. Street, County, State and Zip Code) KOFI FILE TECHNOLOGIES, INC. 6300 CEDAR SPRINGS RD DALLAS, TX 752355809		9A Amendment of Solicitation No:		
		9B. Dated (See Item 11)		
		10A. Modification of Contract/Order No. GS35F275AA		
		10B. Dated (See Item 13) Apr 01, 2013		
Code	Facility Code			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/>	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers		<input type="checkbox"/>	is extended
<input type="checkbox"/>			<input type="checkbox"/>	is not extended.
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications: Unilateral			
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority): See Block 13 Notes...			
E. IMPORTANT:	Contractor: is not <input checked="" type="checkbox"/> , is <input type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.			
14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
A. Pursuant to Clause I-FSS-163, the option is hereby exercised to extend the term of the contract. The five (5) year period of performance for Option #1 is from April 1, 2018 to March 31, 2023. The total contract period is now April 1, 2013 to March 31, 2023.				
B. The pricing during this option period will be based on the following approved price list: Kofile Commercial Price List, effective date: September 27, 2012 Continue next page...				
15A. NAME AND TITLE OF SIGNER (Type or Print) GSA Initiated Mod		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Cathy T. Nelson		
15B. CONTRACTOR/OFFEROR Signature Not Required <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By Signed electronically See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED Mar 22, 2018	

Continuation of Description...

C. Kofile Technologies, Inc., is required to update all electronic catalog submissions (GSA Advantage) and issue a new GSA price list or price list addendum incorporating the changes described in this modification. One supplemental price list shall be submitted to this office and one copy shall be submitted to the National Customer Service Center. The preferred method of distribution is electronic in accordance with your contracting officer's instructions and to the National Schedules Information Center at schedules.infocenter@gsa.gov.

D. The Industrial Funding Fee (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price discount relationship stated above. The current IFF is .75% and should be calculated as follows:

Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: $(\$100,000 / 0.9925) = \$100,755.67$

E. All other terms and conditions remain in effect as originally accepted or subsequently changed by modification.

F. This modification is issued at no cost to either party.

G. The following are other terms applicable to this contract:

GSA
Payment Terms: Net 30 Days
Quantity/Volume Discount: None
Minimum Order: \$600.00
FOB: Destination
Normal Delivery Time: 30 DARO.
Expedited Delivery Time: As negotiated on task order basis
Warranty: SCW

Point of Contact: Lincoln Strunk, 817-978-7162, shade.strunk@gsa.gov

Block 13 Notes

Block 13.D:

IAW Clause I-FSS-163 Option (Evergreen)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

County shall pay Contractor an amount not to exceed \$250,000 per fiscal year, for the term of this Contract, for the restoration, repair, imaging and preservation of historic books of official records, vital records, maps and relevant documents in the office of the Solano County Assessor/Recorder (Recorder Division) payable at the rates provided in General Services Administration (GSA) Schedule 70 Contract No. GS-35F-275AA, Authorized Federal Supply Schedule Catalog/Price List, attached here and incorporated in by this reference as Exhibit B-1.

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall, within thirty days of receipt, pay Contractor in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The internet address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Multiple Award Schedule; Large Category: Information Technology; Subcategory: IT Services

CONTRACT NUMBER: GS-35F-275AA

CONTRACT PERIOD: April 1, 2013 - March 31, 2023

Price List Current through Modification PO-0009, dated March 21, 2018.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: Kofile Technologies, Inc.
6300 Cedar Springs Rd.
Dallas, TX 75235-5809
Phone number: 214-351-4800
Fax number: 214-442-6669
Email: Susanna.Records@kofile.us

CONTRACTOR'S ADMINISTRATION SOURCE: Kofile Technologies, Inc.
6300 Cedar Springs Rd.
Dallas, TX 75236-5809
Phone number: 214-351-4800
Fax number: 214-442-6669
Email: Susanna.Records@kofile.us

BUSINESS SIZE: Other than small.

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBER (SIN)

SIN	DESCRIPTION
54151S	Information Technology Professional Services

1b. HOURLY RATES: N/A

2. MAXIMUM ORDER*:

54151S \$500,000 per order per SIN

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contract the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this

contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. **MINIMUM ORDER:** \$600.00
4. **GEOGRAPHIC COVERAGE:** 48 States, D.C.
5. **POINT(S) OF PRODUCTION:** Dallas, TX
6. **DISCOUNT FROM LIST PRICES:** All prices included here-in are NET. Discounts have been deducted.
7. **QUANTITY DISCOUNT(S):** None
8. **PROMPT PAYMENT TERMS:** Net 30 Days
- 9a. **GOVERNMENT PURCHASE CARDS MUST BE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.**
- 9b. **GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.**
10. **FOREIGN ITEMS:** No
- 11a. **TIME OF DELIVERY:** 60 Days after receipt of order
- 11b. **EXPEDITED DELIVERY:** Contact Contractor
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact the Contractor for rates.
- 11d. **URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **FOB POINT:** Destination
- 13a. **ORDERING ADDRESS:** 6300 Cedar Springs Rd., Dallas, TX 75235-5809
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (PBA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
14. **PAYMENT ADDRESS:** 6300 Cedar Springs Rd., Dallas, TX 75235-5809
15. **WARRANTY PROVISION:** N/A
16. **EXPORT PACING CHARGES:** N/A
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CHARD ACCEPTANCE:** (any thresholds above the micro-purchase level)
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LIST AND ANY DISCOUNTS FROM THE LIST PRICES (IF APPLICABLE):** N/A

- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy efficiency, and/or reduced pollutants):** None
- 24b. **SECTION 508 COMPLIANCE FOR EIT:** N/A
- 25. **DUNS NUMBERS:** 07-829-6441
- 26. **KOFILE TECHNOLOGIES, INC.,** is registered in the System for Award Management (SAM) database.

EXPERIENCE/EDUCATION SUBSTITUTIONS		
2 Years Experience	Equals	AA Degree
2 Years Experience + AA Degree	Equals	BS Degree
4 Years Experience	Equals	BS Degree
3 Years Experience + BS	Equals	Masters Degree
7 Years Experience	Equals	Masters Degree
4 Years Experience + MS	Equals	PhD

Commercial Job Title: CUSTOMER SUPPORT SPECIALIST/BUSINESS HOURS

Minimum/General Experience: Two years of related experience.

Functional Responsibility: Responsible for tracking and responding to customer support issues. Familiar with call tracking software. Good customer interface skills. Detail oriented and good at follow ups. Thorough knowledge of supported applications. Technical and functional understanding of networks, databases, client and server hardware and operating systems, and application software.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: CUSTOMER SUPPORT SPECIALIST/OFF HOURS

Minimum/General Experience: Two years of related experience.

Functional Responsibility: Responsible for tracking and responding to customer support issues. Familiar with call tracking software. Good customer interface skills. Detail oriented and good at follow ups. Thorough knowledge of supported applications. Technical and functional understanding of networks, databases, client and server hardware and operating systems, and application software.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: CERTIFIED DIGITAL IMAGING ARCHITECT (CDIA+)

Minimum/General Experience: Two years of related experience.

Functional Responsibility: Expertise in the technologies and best practices used to plan, design, and implement a document imaging management solution. Competency in document imaging, document management, and enterprise content management. Ability to develop a system for scanning, storing, and retrieving digital versions of documents.

Minimum Education: Bachelor's Degree or equivalent. CDIA Certification.

Commercial Job Title: DATABASE ADMINISTRATOR (DBA)

Minimum/General Experience: Two years of relevant experience.

Functional Responsibility: Provides database support, optimization, backup and recovery, and troubleshooting for customer engagements. Fully trained and certified for databases such as Microsoft SQL Serve or Oracle.

Minimum Education: Bachelor's Degree or equivalent. Database Certification.

Commercial Job Title: GRAPHIC ARTIST I

Minimum/General Experience: One year of related experience.

Functional Responsibility: Provides computer graphics by work on a graphic console. This includes, but is not limited to, timely and effective color processing of computer graphics with a reversal film processor. Supports the proper preventive maintenance for all the computer graphic facility hardware.

Minimum Education: High school diploma or equivalent.

Commercial Job Title: GRAPHIC ARTIST II

Minimum/General Experience: Two years of related experience.

Functional Responsibility: Provides computer graphics by work on a graphic console. This includes, but is not limited to, timely and effective color processing of computer graphics with a reversal film processor. Supports the proper preventive maintenance for all the computer graphic facility hardware. Effectively interprets information in graphic form to meet the communications requirements of administrators, managers, or other technical personnel. Executes graphics assignments using a variety of media in a production environment.

Minimum Education: Associate's Degree or equivalent.

Commercial Job Title: INFORMATION ASSURANCE ENGINEER I

Minimum/General Experience: One year of related experience.

Functional Responsibility: Utilizes specialized knowledge to conduct quality assurance tests, repairs, calibrations, and inspections. Performs preventive maintenance checks on digital content, data, and content management systems.

Minimum Education: High school diploma or equivalent.

Commercial Job Title: INFORMATION ASSURANCE ENGINEER II

Minimum/General Experience: Two years of related experience.

Functional Responsibility: Utilizes specialized knowledge to conduct quality assurance tests, repairs, calibrations, and inspections. Performs preventive maintenance checks on digital content, data, and content management systems.

Minimum Education: High school diploma or equivalent.

Commercial Job Title: PROJECT ARCHITECT

Minimum/General Experience: Five years of related experience. Seen by peers as an expert in domain field.

Functional Responsibility: System architect for complex solutions. Solutions involve combination of hardware, software, networks, storage, and business processes. Designs custom solutions. Provides reports, documentation, and analysis to customers and business partners. Extraordinary degree of domain experience and knowledge.

Minimum Education: Bachelor's Degree or equivalent. Domain certifications in related technology or business field.

Commercial Job Title: PROJECT MANAGER

Minimum/General Experience: Minimum five years of related experience.

Functional Responsibility: Manages projects and programs. Serves as the primary customer interface. Produces status reports, customer briefings, reports, schedules, and cost estimates. Provides contractual input and tracking.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: SOFTWARE PROGRAMMER

Minimum/General Experience: Four years of related experience.

Functional Responsibility: This position requires computer programming, analyses, and design knowledge of various degrees, as well as designing software and implementing databases. Possesses and applies broad knowledge of concepts practices and procedures. Able to write specifications, work statements, and proposals. Designs and develops documentation of data requirements. Provides methodologies for evaluating moderately complex tasks. Designs system to meet objectives. Broad assignments allow for considerable latitude to determine appropriate methods of completing assignments.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: SYSTEM CONSULTANT

Minimum/General Experience: Three years of related experience.

Functional Responsibility: Applies strong business skills and consulting methodologies to collect and analyze data. Responsible for leading the design, development, and implementation of solutions architecture at a high level to meet the user's business needs. Exhibits a deep understanding of the industry and a broad knowledge of all service offerings within a practice area.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: TECHNICAL WRITER

Minimum/General Experience: Two years of related experience. Superior writing skills and knowledge of grammar and word processing tools.

Functional Responsibility: Proficient in writing technical documents. Develops documentation for customer engagements. Prepares proposals, user guides, administrator guides, and technical guides. Possesses expertise in as-built documentation, specifications, and functional and technical requirement documents.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: TRAINER

Minimum/General Experience: Two years of related experience.

Functional Responsibility: Provides customer training. Prepares training materials such as training guides, presentations, audio-video media, and computer-based course materials. Prepares any necessary course syllabi and agendas.

Minimum Education: Bachelor's Degree or equivalent.

INFORMATION TECHNOLOGIES PROFESSIONAL SERVICES

PART NO.	ITEM	UNIT	PRICE
TCS001	Customer Support Specialist/Off Hours	Per Hour	\$208.84
TCS002	Customer Support Specialist/Business Hours	Per Hour	\$167.16
TCS003	Certified Digital Imaging Architect	Per Hour	\$174.03
TCS004	Database Administrator (DBA)	Per Hour	\$183.97
TCS005	Graphic Artist I	Per Hour	\$66.30
TCS006	Graphic Artist II	Per Hour	\$75.77
TCS007	Information Assurance Engineer I	Per Hour	\$66.30
TCS008	Information Assurance Engineer II	Per Hour	\$75.77
TCS009	Project Architect	Per Hour	\$183.97
TCS010	Project Manager	Per Hour	\$183.97
TCS011	Software Programmer	Per Hour	\$208.84
TCS012	System Consultant	Per Hour	\$157.12
TCS013	Technical Writer	Per Hour	\$125.30
TCS014	Trainer	Per Hour	\$157.12

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

7. INSURANCE

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

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

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

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

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

D. Additional Insurance Coverage

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

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

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW

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

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

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

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

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

38. ENTIRE CONTRACT

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