

**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:

Infosend Inc

CONTRACTOR'S NAME

2. The Term of this Contract is:

Three (3) years from September 1, 2017 to August 31, 2020. County retains the sole discretion to extend the contract for two consecutive (2) twelve (12) month periods

3. The maximum amount of this Contract is:

\$ \$409,000 for the initial three (3) year term, additional \$296,000 authorized should the county exercise its term discretion

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:

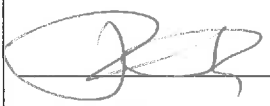
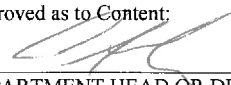
Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on June 6, 2017.

| CONTRACTOR                                                                         | COUNTY OF SOLANO                                                                     |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| InfoSend                                                                           |  |
| CONTRACTOR'S NAME                                                                  | AUTHORIZED SIGNATURE                                                                 |
|  | Birgitta E. Corsello, County Administrator                                           |
| SIGNATURE                                                                          | TITLE                                                                                |
| Russ Rezai, President                                                              | 675 Texas St. Ste 2700                                                               |
| PRINTED NAME AND TITLE                                                             | ADDRESS                                                                              |
| 4240 East La Palma Avenue                                                          | Fairfield, CA 94533                                                                  |
| ADDRESS                                                                            | CITY STATE ZIP CODE                                                                  |
| Anaheim CA 92807                                                                   | Approved as to Content:                                                              |
| CITY STATE ZIP CODE                                                                |  |
|                                                                                    | DEPARTMENT HEAD OR DESIGNEE                                                          |
|                                                                                    | Approved as to Form:                                                                 |
|                                                                                    |  |
|                                                                                    | COUNTY COUNSEL                                                                       |

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

Rev. 1/25/12

## **EXHIBIT A**

### **SCOPE OF WORK**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The Contractor will be responsible for printing, folding, inserting, and mailing all requested bills, inserts, notices, statements, letters, and certified mailings within the designated timeframes set by the Treasurer - Tax Collector. The Contractor will fold the bills in a manner specified by the Treasurer - Tax Collector with input on best practices; insert the bills, various inserts, and return envelopes into the mailing envelopes; and apply the lowest possible postage rate. The Treasurer - Tax Collector expects that the contractor will employ best business practices, such as intelligent inserting, excluding envelopes in certain mailings where payments are expected to be received electronically, and grouping multiple bills to same owners for bulk mailing.

In addition, the Treasurer - Tax Collector expects that the Contractor will assist the Treasurer - Tax Collector in determining the paper sizes and best envelope types (single window, double window, etc.) to use to lower overall costs of billing customers. Additionally, the Contractor will be responsible for producing bills for County Owned Properties in a PDF format to be delivered electronically to the County. The Contractor will also assist the Treasurer- Tax Collector in designing the bills using best billing practices to encourage timely payment by customers. For example, the Treasurer - Tax Collector recently added QR codes to assist Taxpayers with mapping office locations. In addition, the Treasurer - Tax Collector expects to make at least annual changes to bills and invoices and expects to either be able to make these changes using a secure portal or other interactive option through which the Treasurer- Tax Collector has the ability to create, edit and delete templates without Contractor programming intervention or have the Contractor make changes without cost to the Treasurer - Tax Collector.

Finally, the Treasurer - Tax Collector anticipates implementation of an imaging system in the future and requires that the Contractor produce PDF versions of all bills, inserts, notices, letters, and other documents to be imported for use by the Treasurer - Tax Collector staff.

#### **1. Service Requirements**

a. The Contractor shall be responsible to print, fold, insert bills or other documents or accompanying inserts and return envelopes into outside mailing envelopes (without damage and in accordance with the Treasurer-Tax Collector instructions) with the ability to do intelligent inserting and meter the envelopes for the lowest available amount of postage. The Contractor shall provide suggestions and assist the Treasurer - Tax Collector in implementing changes to lower the postage costs to the lowest available first class rate. It should be noted that the Treasurer - Tax Collector does not have control over the addresses, they are passed to the Treasurer - Tax Collector from the Assessor and the Contractor should price and propose options to improve address accuracy as part of their proposal. The Contractor shall also provide pre-sort mailing services to deliver the mailing jobs to a United States Post Office in a manner and time directed by the Treasurer - Tax Collector for all requested jobs. If requested, the Contractor should be able to provide Delivery Point Validation (DPV) and price that service in the proposal.

b. The Contractor shall be responsible for the accurate count of all completed jobs and mailed materials (e.g. accountability for every bill or notice) and provide the Treasurer - Tax Collector with a complete report reflecting accurate counts of all materials printed and mailed.

c. The Contractor shall be responsible for assembling certain jobs, including Certified Mailings, which are subject to legally mandated timeframes. The Contractor shall ensure that the certified mailings are delivered to a United States Post Office within the mailing deadlines as directed by the Treasurer - Tax Collector, and shall provide proof of such delivery for each mail piece.

## **2. Personnel Requirements**

a. The Contractor shall provide a Project Manager responsible for overseeing the Treasurer - Tax Collector's printing and mailing contract and that contact should be readily available to Treasurer - Tax Collector's staff. The Treasurer - Tax Collector must have access to the Contractor's Project Manager or approved alternate during normal Treasurer - Tax Collector business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m., except during mailings when the Contractor's Project Manager or approved alternate shall be available by telephone 24 hours per day, seven (7) days per week. The Contractor shall assign and maintain a Project Manager that is acceptable to the Treasurer-Tax Collector and that has at least five (5) years of experience providing the services or services equivalent in scope and annual volume to the services listed in this Scope of Services. An alternate Project Manager may also be assigned that meets the above minimum requirements and is acceptable to the Treasurer.

b. The Contractor's Project Manager shall act as a central point of contact with the Treasurer-Tax Collector and shall demonstrate previous experience in the management of work requirements for printing and mailing services similar in size and complexity.

c. The Contractor's Project Manager or the approved alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

d. The Contractor shall assign a sufficient number of employees to perform the work required. Sufficient equipment and personnel shall be assigned to handle high volume production as required and special requests/changes on short notice.

e. Any employee of the Contractor assigned to this Contract who, in the opinion of the Treasurer - Tax Collector, is unsatisfactory, shall immediately be removed from servicing the Contract and replaced within 14 business days when requested to do so by the Treasurer- Tax Collector.

## **3. Printing Requirements**

a. The Treasurer - Tax Collector shall transmit data files using a File Transfer Protocol (FTP) to the Contractor. The Contractor develops and modifies templates/custom form overlays for each specific requirement on each form. Contractor shall receive data files containing the information and populate the template/custom forms with supplied data and print the information using variable fonts and sizes to create bills, notices, and letters based on Treasurer - Tax Collector specifications throughout the year.

b. The Contractor shall have the capability of printing and mailing a volume of 250,000 pieces of mail within a ten-day timeframe. This is generally the timeframe for the largest mailing; however, in certain circumstances a shorter timeframe may be required. If this is necessary, the Contractor should have the capability to print and mail this volume in a shorter time frame.

c. The Contractor shall procure, obtain or provide plain or colored paper stock, envelopes, and inserts

designed by the Treasurer-Tax Collector at the most cost- effective rate, if requested by the Treasurer - Tax Collector. The pricing should include the costs for these as part of its proposal. The Treasurer-Tax Collector reserves the right to select another vendor to purchase these materials and would have them drop shipped at the Contractor's location.

- d. The Contractor shall provide hardcopy and/or PDF samples for Treasurer- Tax Collector approval prior to final production of a mailing job, and will not enter in to final production of a mailing job until such time as approval of the job is provided by the Treasurer- Tax Collector.
- e. The Contractor shall be able to print in black/white or color, print and highlight selected areas of bills and notices in colors, print in either simplex or duplex, print a non-magnetic scan-able Optical Character Recognition (OCR) scanline or bar code, or other technology that may be available in the future on any bill or notice based on requirements set forth by the Treasurer - Tax Collector. The Contractor should include pricing for these services so that the Treasurer - Tax Collector can determine which option best meets the needs.
- f. The Contractor shall be able to print and/or cut various sizes of paper stock and provide perforated and/or watermarked stock as requested and include appropriate pricing in the proposal.
- g. The Contractor shall provide samples of bills and/or documents with pending approval from the Treasurer - Tax Collector.
- h. The Contractor shall take all necessary measures to ensure that the quality of service meets the Treasurer - Tax Collector's requirements.

#### **4. Mailing Requirements**

- a. The Contractor shall be able to fold and insert notices, letters or other documents as well as accompanying inserts and return envelopes into mail-out envelopes without damage in accordance with the Treasurer - Tax Collector's specifications. The Contractor shall have the ability to perform custom or intelligent inserting capabilities as requested by the Treasurer - Tax Collector. The Contractor should indicate the number of inserts that can be put into the envelope.
- b. The mailing envelopes must be metered for the appropriate amount of postage at the best available postage rate and delivered to a United States Post Office in a manner and time directed by the Treasurer - Tax Collector.
- c. All mailings must conform to U.S. Postal Service (USPS) standards. The Treasurer - Tax Collector shall receive the lowest qualified postal rates through the use of various discount programs including, but not limited to, presort, bar coding of mailing addresses USPS CASS certified and carrier route sorting.
- d. The Contractor shall be able to mail qualified pieces using a pre-paid permit account at the USPS. For non-qualifying pieces, the Contractor should propose the best way to handle the payment of postage costs which may include that they are paid by the postage accounts maintained by the Contractor and funded by the Treasurer-Tax Collector. Postage costs charged by the USPS will be charged to the Treasurer - Tax Collector without any added charges/fees.
- e. The Contractor shall ensure all addresses are updated with change of address notifications from the

USPS and provide address update solutions, such as the US Postal Service's NCOALink®.

f. The Contractor shall be able to convert USPS address update information into a data file format specified by the Treasurer - Tax Collector, if requested.

g. The Contractor shall perform special handling of foreign and multiple bill mailings. This may include providing large envelopes and/or boxes to package multiple bills going to the same address and pricing should include costs for these.

## **5. Technical Requirements**

a. Contractor shall have on-site technically trained professionals with superior knowledge and ability to program various software and hardware platforms.

b. Contractor shall provide artwork and graphic design services for paper stock, bill layout, notices, letters and inserts and provide pricing in the proposal if there are additional costs for these, as requested. The Contractor is expected to suggest best business practices in the formatting of the bills.

c. Contractor will provide confirmation of receipt for all data files.

d. The Treasurer - Tax Collector expects that the Contractor should provide some basic programming as part of the cost in making minor changes to bills. If any option is not provided to allow the Treasurer - Tax Collector to make periodic changes to bills, the Contractor should include pricing for custom development/programming as requested at a stated hourly-rate. When making programming changes, the Treasurer - Tax Collector will only be billed for the changes initiated by the Treasurer - Tax Collector. All programming changes requested on forms will be applied to all forms, including, but not limited to PDF and web versions. No additional programming charges will be allowed for the PDF or web version unless authorized by the Treasurer - Tax Collector in advance.

## **6. Imaging Requirements**

a. Upon selection of an imaging system, Contractor will provide the ability to process data files via FTP and create PDF images that are acceptable to the Treasurer - Tax Collector. Contractor will provide index files for the PDF images and they must be configured in the requested format, dependent upon the selected imaging solution.

b. Production PDF image files will contain no more than 15,000 images per file unless this is changed by the Treasurer - Tax Collector. Each file must have an index file that corresponds to the images in the file. The Treasurer-Tax Collector will provide the Contractor with search/index keywords.

c. Contractor will provide test index and image files for each document type that is to be input into the selected imaging system. Final index and image files must comply with the Treasurer - Tax Collector's configuration requirements and import successfully into the imaging system. Contractor must provide new test index and image files each time changes are made to an existing document type or a new document type is created.

d. Contractor will resolve any Contractor-related issues that prevent test files from processing correctly in

the imaging system or that have been configured incorrectly by the Contractor.

e. Contractor is responsible for retaining all configuration specifications for images and index files provided by the Treasurer - Tax Collector and distributing to the appropriate staff in its organization.

f. The index files and the PDF images can also be provided through CD, DVD or other acceptable methods or via FTP.

g. The Treasurer - Tax Collector reserves the right to select another vendor to perform PDF imaging where it is deemed more cost-effective.

## **7. Cost- Effective Way to Update Bills/Letters/Documents to be Printed and Mailed**

a. The Treasurer - Tax Collector expects to update bills and other documents at least annually, and expects a no cost or low cost solution to enable updating these documents.

b. Contractor will maintain the repository of templates which will be utilized for editing and/or creating new templates, if this option is used.

c. Contractor will be responsible for making the following elements available for templates: multiple fonts, logos, customized electronic signatures, and variable data fields.

d. Contractor will provide hardcopy of PRF samples to the Treasurer – Tax Collector for each document template generated using the test file provided.

e. The Treasurer - Tax Collector reserves the right to select another vendor to perform this function if it is deemed more cost-effective.

## **8. Certified Mailing**

a. Contractor will provide printing, mailing, and tracking services for all certified mailings as requested by the Treasurer - Tax Collector. The Treasurer - Tax Collector expects that the contractor will suggest changes or improvements to process to lower overall costs, if possible.

b. Contractor will provide the Treasurer - Tax Collector with comprehensive mail event data, including proof of mailing, and electronic return receipt signatures.

c. Contractor will provide full accounting for every piece of certified mail.

d. Contractor will provide services for both low and high volume certified mailings. High volume certified mailing is printed and mailed by the contractor. Low volume certified mailing may be handled in-house using software/solutions provided by the Contractor.

e. Contractor will provide hardcopy and/or PDF samples as requested.

f. The Treasurer-Tax Collector reserves the right to select another vendor to perform Certified Mailing services if it is deemed more cost-effective.

## **9. Reporting Requirements**

### **a. Job Recap Reports**

- i. Following a mailing, the Contractor shall provide a recap report summarizing the activities of the mailing job or jobs for each job performed.
- ii. Job Recap Reports should be available for viewing online or in hardcopy.

### **b. Postage Recap Reports**

- i. The Contractor shall provide the Treasurer - Tax Collector with a Postage Recap report on a per job basis summarizing the amount of postage itemized by job, which includes the volume and dollar amount of postage charged at each postage rate.
- ii. If any mailings are returned to the Treasurer - Tax Collector by the USPS as undeliverable due to the Contractor's error including, but not limited to, the address not being visible through the window or inadequate postage, at the Treasurer - Tax Collector's option, the Contractor shall credit the Treasurer - Tax Collector on the next invoice.
- iii. At least annually, the Treasurer - Tax Collector will require the Contractor to present a summary of postage costs and an analysis of areas where savings can be achieved and then work with the Treasurer - Tax Collector to implement changes if requested.

## **10. Miscellaneous Requirements**

- a. Contractor shall have additional capacity to provide printing and mailing services to accommodate increased volume of mailings or new mailings not included in the current Scope of Services and pricing should consider adding additional volume discounts.
- b. All materials produced from the data will remain the sole and exclusive property of the Treasurer - Tax Collector. All data will be kept secure and confidential and will not be utilized for any purpose other than the printing and mailing services.
- c. All hard copies of mail pieces that are not mailed or sent back to the Treasurer - Tax Collector shall be securely shredded, with proof provided to Treasurer - Tax Collector and only as directed by the Treasurer - Tax Collector or alternative process proposed by Contractor that may be acceptable to Treasurer - Tax Collector.
- d. Contractor shall permit the Treasurer - Tax Collector to send representatives to perform on-site audits or view production facilities before or during production and processing of mailings.
- e. Contractor shall provide storage/warehousing of paper stock, notices, inserts, envelopes etc. in a secured area to prevent damage or destruction and price cost, if any in the proposal.
- f. Contractor must be able to handle frequent and short notice pickup and drop off of mailing materials to the Treasurer - Tax Collector's office. Treasurer - Tax Collector will work with Contractor to keep these to a minimum.

**PROPERTY TAX BILLS AND NOTICES**

The following is the estimated mailing schedule for tax related bills and notices. This schedule is based on current practices and is subject to change in both dates and quantities:

| Timing          | Item                          | Insert Included | Return Envelope(s) | Approximate Volume |
|-----------------|-------------------------------|-----------------|--------------------|--------------------|
|                 |                               |                 |                    |                    |
| <b>January</b>  | Supplemental Delinquent Bills | No              | Yes(1)             | 2000               |
|                 | Unsecured Delinquent Bills    | No              | Yes(1)             | 100                |
| <b>February</b> | Supplemental Delinquent Bills | No              | Yes(1)             | 500                |
|                 | Unsecured Delinquent Bills    | No              | Yes(1)             | 100                |
| <b>March</b>    | Redemption Bills              | Yes             | Yes(1)             | 1800               |
|                 | Supplemental Delinquent Bills | No              | Yes(1)             | 500                |
|                 | Unsecured Delinquent Bills    | No              | Yes(1)             | 100                |
| <b>April</b>    | Supplemental Delinquent Bills | No              | Yes(1)             | 500                |
|                 | Unsecured Delinquent Bills    | No              | Yes(1)             | 100                |
| <b>May</b>      | Secured Delinquent Bills      | No              | Yes(1)             | 6000               |
|                 | Supplemental Delinquent Bills | No              | Yes(1)             | 1300               |
|                 | Unsecured Delinquent Bills    | No              | Yes(1)             | 100                |
| <b>June</b>     | Supplemental Delinquent Bills | No              | Yes(1)             | 500                |
|                 | Unsecured Delinquent Bills    | No              | Yes(1)             | 100                |
| <b>July</b>     | Unsecured Bills               | Yes             | Yes(1)             | 11000              |
|                 | Redemption Bills              | Yes             | Yes(1)             | 3500               |
|                 | Supplemental Delinquent Bills | No              | Yes(1)             | 500                |
|                 | Unsecured Delinquent Bills    | No              | Yes(1)             | 100                |
| <b>August</b>   | Supplemental Delinquent Bills | No              | Yes(1)             | 250                |

|                  |                               |     |        |                                               |
|------------------|-------------------------------|-----|--------|-----------------------------------------------|
|                  | Unsecured Delinquent Bills    | No  | Yes(1) | 100                                           |
| <b>September</b> | Secured Bills                 | Yes | Yes(2) | 140000                                        |
|                  | Supplemental Delinquent Bills | No  | Yes(1) | 250                                           |
|                  | Unsecured Delinquent Bills    | No  | Yes(1) | 2200                                          |
| <b>October</b>   | Supplemental Delinquent Bills | No  | Yes(1) | 250                                           |
|                  | Unsecured Delinquent Bills    | No  | Yes(1) | 100                                           |
| <b>November</b>  | Redemption Bills              | Yes | Yes(1) | 2500                                          |
|                  | Supplemental Delinquent Bills | No  | Yes(1) | 250                                           |
|                  | Unsecured Delinquent Bills    | No  | Yes(1) | 100                                           |
| <b>December</b>  | Supplemental Delinquent Bills | No  | Yes(1) | 250                                           |
|                  | Unsecured Delinquent Bills    | No  | Yes(1) | 100                                           |
| <b>Weekly</b>    | Supplemental Bills            | Yes | Yes(2) | 13000 per year<br>(variable amounts per week) |
|                  | Secured Corrected Bills       | Yes | Yes(2) | 1500 per year<br>(variable amounts per week)  |

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

|                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                              |                                              |                     |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------|
| <b>Professional Services</b>                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                              |                                              |                     |
|                                                                                                        | Design, implementation, and ongoing improvement of document printing protocols and processes. Client must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Client can be subject to additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off. |                                              |                     |
|                                                                                                        | <b>Professional Services Fee</b>                                                                                                                                                                                                                                                                                                                                                                             | <b>Per Hour</b>                              | <b>\$150.00</b>     |
| <b>Data Processing, Print &amp; Mail Services</b>                                                      |                                                                                                                                                                                                                                                                                                                                                                                                              |                                              |                     |
|                                                                                                        | Turnkey Data Processing Print & Mail service for the following document types. Other types of document printing and or mailing can be quoted later, if needed. Price is per physical page Includes processing of County data, CASS address validation, presorting, printing, and mail insertion. Excludes materials, postage, and sales tax if applicable.                                                   |                                              |                     |
|                                                                                                        | <b>Printing 8.5" by 11"</b>                                                                                                                                                                                                                                                                                                                                                                                  | <b>Full color, simplex/duplex</b>            | <b>\$0.065</b>      |
|                                                                                                        | <b>Printing 8.5"x14"</b>                                                                                                                                                                                                                                                                                                                                                                                     | <b>Full color, simplex/duplex</b>            | <b>\$0.069</b>      |
|                                                                                                        | <b>Batch Preparation</b>                                                                                                                                                                                                                                                                                                                                                                                     | <b>Per Batch<br/>500 pages or less only.</b> | <b>\$20.00</b>      |
|                                                                                                        | A postage deposit will be required to go live. For quoted prices to apply, Infosend must have the right to combine data files from the county where practicable. Pricing assumes the use of materials and options listed below.                                                                                                                                                                              |                                              |                     |
|                                                                                                        | Multiple mail charges are assessed per mail piece, not per page. Charge applies only to multiple page bills that have too many to be inserted into the #10 envelope by machine. This charge covers the necessary manual labor required to process these mail pieces                                                                                                                                          |                                              |                     |
|                                                                                                        | Use of one of the two USPS approved Move Update methods is required to qualify for presort discounts.                                                                                                                                                                                                                                                                                                        |                                              |                     |
|                                                                                                        | <b>Multiple Page Handwork</b>                                                                                                                                                                                                                                                                                                                                                                                | <b>Per Piece</b>                             | <b>\$0.30</b>       |
|                                                                                                        | <b>Postage</b>                                                                                                                                                                                                                                                                                                                                                                                               | <b>Exact invoice amount</b>                  | <b>Pass Through</b> |
| <b>Envelopes, Infosend standard envelopes with interior security printing and clear film window(s)</b> |                                                                                                                                                                                                                                                                                                                                                                                                              |                                              |                     |
|                                                                                                        | <b>#10 Standard Double Window Billing</b>                                                                                                                                                                                                                                                                                                                                                                    | <b>Per Each</b>                              | <b>\$0.016</b>      |
|                                                                                                        | <b>#9 Standard Single Window Return</b>                                                                                                                                                                                                                                                                                                                                                                      | <b>Per Each</b>                              | <b>\$0.014</b>      |
|                                                                                                        | <b>#10 County Custom Single Window (300M orders and over)</b>                                                                                                                                                                                                                                                                                                                                                | <b>Per Each</b>                              | <b>\$0.028</b>      |
|                                                                                                        | <b>#9 County Custom Return Envelope (500M orders and over)</b>                                                                                                                                                                                                                                                                                                                                               | <b>Per Each</b>                              | <b>\$0.017</b>      |
|                                                                                                        | <b>Flat Single Window for use in multiple page handwork</b>                                                                                                                                                                                                                                                                                                                                                  | <b>Per Each</b>                              | <b>\$0.16</b>       |
| <b>Printing Stock</b>                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                              |                                              |                     |
|                                                                                                        | All documents: white paper stock with or without perforation(s). Price includes all inventory costs. Costs are for production materials only.                                                                                                                                                                                                                                                                |                                              |                     |
|                                                                                                        | <b>Weight 24# 8.5" x 11"</b>                                                                                                                                                                                                                                                                                                                                                                                 | <b>Per Each</b>                              | <b>\$0.013</b>      |
|                                                                                                        | <b>Weight 24# 8.5" x 14"</b>                                                                                                                                                                                                                                                                                                                                                                                 | <b>Per Each</b>                              | <b>\$0.016</b>      |
| <b>Infosend Produced Inserts</b>                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                              |                                              |                     |
|                                                                                                        | <b>8.5" x 11" Weight 60# offset folding included</b>                                                                                                                                                                                                                                                                                                                                                         | <b>Per Each</b>                              | <b>\$0.051</b>      |

| Optional Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                            |                                                                     |                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Electronic Address Updates - NCOALink or ACS</b><br>InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. |                                                                     |                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Address Change</b>                                                                                                                                                                                                      | <b>Per Update</b>                                                   | <b>\$0.30</b>                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Image Archive</b>                                                                                                                                                                                                       | <b>Per Indexed PDF Item with retention for the specified months</b> | \$0.01 - 12MO<br>\$0.017 - 18MO<br>\$0.022 - 24MO<br>\$0.027 - 36MO |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Certified Mail with export filing containing tracking information</b>                                                                                                                                                   | <b>Per Each</b>                                                     | <b>\$5.95</b>                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>CD Archive</b>                                                                                                                                                                                                          | <b>Per Each CD, Shipping &amp; Handling are extra</b>               | <b>\$95.00</b>                                                      |
| <b>FinalDoc Transfer</b><br><br><b>Option1:</b> Each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend will transmit each batch as one PDF file, and can provide an optional companion XML index file that provides a breakdown of the PDF's contents. <b>All</b> individual documents from the batch will be included in the file.<br><br><b>Option 2:</b> InfoSend is able to transfer individual PDF files for <b>each</b> document in the batch (it is not possible to just receive a subset of the documents), provide a customer file-naming scheme, or provide a custom index file. Additional Professional Service Fees may be required depending on the customizations requested. |                                                                                                                                                                                                                            |                                                                     | Per Document<br><br>Option 1: \$0.02<br><br>Option 2: \$0.03        |

**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 all 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 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:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal<br>injury and property damage, or the full per<br>occurrence limits of the policy, whichever is<br>greater. If Commercial General Liability<br>insurance or other form with a general<br>aggregate limit is used, either the general<br>aggregate limit shall apply separately to this<br>project/location or the general aggregate limit<br>shall be twice the required occurrence limit. |
| (2) Automobile Liability:                                                               | <b>\$1,000,000</b>                      | per accident for bodily injury and property<br>damage.                                                                                                                                                                                                                                                                                                                                                                                |
| (3) Workers' Compensation:                                                              | As required by the State of California. |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (4) Employer's Liability:                                                               | <b>\$1,000,000</b>                      | 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:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit.                                                                                                                       |
| (2) Professional Liability: | <b>\$1,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 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.

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

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

(1) 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.

(2) 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.

(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 do so 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 terminate 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.

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. 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 CFR 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.

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

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 race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (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 the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare 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 the Federal Healthcare Programs or any state healthcare programs.

B. 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.

C. If services pursuant to this Contract involve healthcare 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 of 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.