



## 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:

**BONFIRE INTERACTIVE LTD**

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

March 31, 2019 through June 30, 2022

3. The maximum amount of this Contract is:

Not to Exceed \$195,000.00

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions (also include Cyber Insurance)

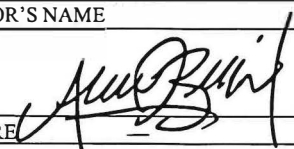

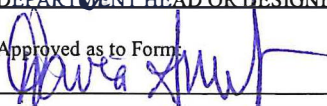
Attachment 1- Record Retention Schedule

Schedule A – Service Descriptions and Definitions

Schedule B – Service Level Agreement

Schedule C – License Agreement

This Contract is made on \_\_\_\_\_, 2019.

CONTRACTOR	COUNTY OF SOLANO
BONFIRE INTERACTIVE, LTD. CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
 SIGNATURE	Brigitta E. Corsello, County Administrator PRINTED NAME AND TITLE
Andrew Wilgar - Executive Director of Sales PRINTED NAME AND TITLE	675 Texas Street, Suite 2500 ADDRESS
121 CHARLES STREET WEST, SUITE C429 ADDRESS	Fairfield CA 94533 CITY STATE ZIP CODE
KITCHENER ONTARIO N2G 1H6 CITY STATE ZIP CODE	Approved as to Content:  DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:  COUNTY COUNSEL

Rev. 01/22/18

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

**EXHIBIT A**  
**SCOPE OF WORK**

Bonfire Interactive Ltd. (herein after referred to as the “Contractor”) agrees to provide a managed Software-as-a-Service (SaaS) eProcurement Solution (herein after referred to as the “Solution”) and services requested by the County in its Request for Proposal (“RFP”) No. 918-0727-19 and as set forth in Contractor’s response to (“Proposal”) dated September 13, 2018.

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

**SCOPE OF SERVICE/ PROJECT**

1. Solution shall support and comply with all County and state statutes, regulations, policies and guidelines relevant to procurement including soliciting, awarding, processing, executing and overseeing contracts, including contract compliance.
2. The Solution shall balance the Enterprise procurement needs with the decentralized procurement needs of individual departments (and agencies) while also providing centralized oversight/control.
3. The Solution and implementation plan shall meet the following requirements and capabilities:

**A. SOURCING/BID MANAGEMENT MODULE - (IFB, RFI, RFP, RFQ)**

The Sourcing/Bid Management components of the Solution shall provide functionality to automate the entire bidding process for both the Purchasing Agent/User and the vendor. The Contractor shall provide and implement a customizable, paperless, web-based module that, at a minimum includes the following:

1. Create solicitations such as formal or informal, sealed or un-sealed, reverse auctions, construction bids and complex or simple solicitations; Request For Proposals (RFP), Invitation For Bids (IFB) and Request For Quotes (RFQ);
2. Provides subscription services, by issuing such solicitations, amendments, or notifications of solicitations electronically to registered vendors by listed NIGP classification codes;
3. Leverage use of standard templates and libraries;
4. Auto-post solicitations to the County website, [www.solanocounty.com](http://www.solanocounty.com);
5. Interface with County owned website, [www.solanocounty.com](http://www.solanocounty.com);
6. Facilitate electronic workflow routing of solicitation for review and approval;
7. Establish a real-time interactive vendor interface for responding to solicitations;
8. Receive electronic bids, proposals and/or quotes;

9. Provide a secure "Lock Box" to hold bids in secret until the established deadline has been reached;
10. Provide interface to conduct evaluation of bids/proposals, and making the award;
11. Bid protest management;
12. Perform real-time, on-line bid tabulation downloadable into Microsoft (MS) Excel;
13. Host a library of templates applicable to Solano County solicitations;
14. Generate award documents with electronic workflow - routing, allowing the County to override as needed;
15. Automate the creation of catalogs and contracts and ensure the ability of maintain/adopt/change and catalog contract;
16. Provide on-demand, intelligent and intuitive customizable comprehensive reports with both data and graphical representations; must have the ability to export into MS Excel; and
17. Provide reports regarding any/all solicitations upon demand.

**B. VENDOR/SUPPLIER ENABLEMENT/MANAGEMENT MODULE**

The Contractor shall provide and implement a customizable, paperless, online Vendor/Supplier Enablement/Management module that allows for:

1. Comprehensive free vendor registration and user profile;
2. Self-service vendor profile and document tracking;
3. Reporting capability on vendor type, classification, profile, etc. with the ability to be downloaded into MS EXCEL or other format for ease of organization and/or data manipulation;
4. Reporting capabilities to assess, track, manage and report vendor performance across all procurement activities and include capabilities to capture and address performance complaints/issues; and
5. Functions of vendor matching, customized vendor report, tacking of important vendors' matrices, and vendors list management.

**C. CONTRACT MANAGEMENT MODULE**

Contractor's Contract Management components of the Solution shall encompass all aspects of contract development, tracking and administration. Workflow functionality provides oversight by

automating the review and approval processes. The Contractor shall provide and implement a customizable, paperless, web-based contracts management module that, at a minimum:

1. Creates and electronically issues modifications to existing contracts, amendments, and renewals;
2. Establishes a searchable and retrievable database for contract insurance certificates, standard contract attachments, and any other required contract specific certificates or attachments;
3. Manages subcontractors, identification of authorized resellers (dealers, distributors, etc.), vendor sales reports, vendor performance;
4. Provides email reminders of contract expirations at least 120 days before expiration (allow for customization of reminder dates);
5. Provides detailed, comprehensive diverse reporting data and graphical representation for all solicitations and awards issued within the system; and
6. Manages contract notification, tracks dates, lead times and start dates automatically.

**D. SPEND/DATA ANALYTICS & REPORTING MODULE**

The Contractor shall provide and implement a customizable, paperless, web-based solicitation module with the ability to:

1. Provide the means to assess spending across operation dimensions, such as vendor classification, organizational elements and buying trends;
2. Export all reports in MS Excel and Word formats;
3. Provide reporting in interactive charts and dashboards with the ability to 'drill down' to the transactional data for comprehensive analysis; and
4. Provide for ability of reports, charts, and dashboards to be designed for public access.

**E. AUDIT TRAIL AND HISTORY**

The Solution shall track all users and vendors activity and run related reports. This shall be key to record audit trails throughout the Solution. As result of this function, all bid submissions must be time stamped. If a vendor submits a bid protest, the Solution shall display the time history on when that vendor downloaded the solicitation and when a proposal was submitted.

The Audit Trail and History part of the Solution shall:

1. Track the history to report date, time, user, when and who approved if applicable, status changes, approval or rejection history, etc.;
2. Obtain the history either by running a report, opening a history tab, or other vendor option;
3. Retain all data and documents in accordance with the County Adopted Record Retention

Schedule (Attachment 1);

4. Allow for versioning of documents, catalogs, profile history, etc.;
5. Retain all documents generated in the Solution (e.g., multiple change orders); and
6. Provide that no documents will be deleted and or purged without prior written consent from the County.

**F. DISASTER RECOVERY PLAN**

The Contractor shall provide the firm's Disaster Recovery Plan for the Solution and maintain that plan for the duration of this contract. The activities of the Plan are intended to minimize downtime of critical information, interruption of employee work schedules, and financial exposures for the County.

**G. USER EXPERIENCE**

Contractor shall provide, at a minimum:

1. Intuitive navigation that guides users to the appropriate solution component with as few clicks as possible;
2. Capability that allows user personalization of his/her initial screen based on the needs or use of the Solution;
3. System-driven capabilities that can direct the user to the appropriate process or functionality of the Solution;
4. Functionality optimized for mobile access and use; and
5. User entry into the Solution that can be configured such that the user is automatically navigated to the component most relevant to the user.

**H. USER ACCOUNTS AND ADMINISTRATION**

Contractor shall provide a variety of user account types from full access for system administrators to a tiered structure of limited access depending on the user's role. The Contractor shall coordinate and develop the user account structure with the County during the initial stages of implementation. These tasks shall include the following:

1. An approval hierarchy of assigned users (or alternate approver should an approver not be available) based on the user initializing the process (e.g., requisition to initiate a bid for a commodity requirement: an agency or department may have several assigned personnel that approves the request before it is released to Purchasing begin the posting process);
2. Creation of user accounts that, based on set permissions, provide the ability to share documents (e.g., technical proposal for review);

3. Customization of the administration of the Solution, including user setup/maintenance and the ability to delegate assignment to allow the County the option to distribute the administration responsibilities; and
4. Establishment of administrator accounts in order to send email blasts or notices on home screens to all or select user groups within set permissions.

## **I. TRAINING**

Contractor shall develop and implement a Training Plan, which must be approved by the County Central Service Manager Project Manager (PM). The following are minimum types of users that must be addressed in the Training Plan:

- County Employees/End Users
- Vendors
- IT/System Administrators
- Help Desk Staff
- End User Trainers

Contractor shall provide training to ensure all users identified herein are properly trained to maximize the Solution's capabilities and modules.

The following type of training methods must be addressed in the Training Plan:

- On-site instructor lead and/or computer based classroom training
- Web-based Instructor lead training with live trainers (not a pre-recorded webinar)
- Web-based self-service/on-demand training (web posted video)

The Contractor must provide training materials appropriate for each type of training service provided. The training materials must detail a step-by step process and directions.

The County will have the right to download, copy, and distribute all training materials at its discretion for the sole purpose of training County employees.

## **J. ON-GOING SUPPORT**

Upon completion of Solution implementation, the Contractor shall provide Solution support services to the County, including:

1. Continuous training on updates/upgrades to Solution;
2. Access to updated communication products for Solution;
3. Immediate desktop support during normal working hours (Monday – Friday, 8:00 a.m. – 5:00 pm PST) for all County-contracted modules to the Solution; and
4. The Contractor shall assign a designated account representative(s) with the capacity to provide on-going support to the County.

**K. SOLUTION ACCESS AND SUPPORTED BROWSERS**

The solution must be compatible with Microsoft Windows 7 and/or the most current version of Microsoft Windows.

Solano County currently supports the browsers listed below. The Solution must be supported by at least two of the following browsers:

- Internet Explorer 11
- Google Chrome
- Microsoft Edge
- Mozilla Firefox
- Apple Safari

**L.** Contractor agrees that all County data in the Solution at any given time is the property of the County of Solano, without exception.

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

**1. COMPENSATION**

The County agrees to pay a prorated portion of the Solution upon submission of an invoice by Contractor. Subsequent invoices shall be provided by July 1 of each year and shall be paid Net 45 days after invoice(s) have been reviewed, accepted and approved.

<b>ORDER</b>	<b>DETAILS</b>
<b>Plan Type</b>	3 Month Pro Rate + 3 Year Term
<b>Currency</b>	USD
<b>Contract Type</b>	Bonfire Public Pro
<b>3 Month Term Start Date</b>	31 March, 2019
<b>3 Month Term End Date</b>	June 30, 2019
<b>3 Year Term Start Date</b>	July 1, 2019
<b>3 Year Term End Date</b>	June 30, 2022
<b>Billing Cycle</b>	3 Month Term Invoice & Annual Term Invoice (on July 1st of each year)
<b>Data Location</b>	United States

**2. METHOD OF PAYMENT**

**A. THREE (3) MONTHS CONTRACT – COST**

<b>QUANTITY</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>1</b>	<b>Bonfire Public Pro - Site License</b>	\$50,000.00
	Less: 3/12 Month Pro Rate	- \$37,500.00
	**Includes all functionality and services listed in Year 1**	
<b>1</b>	<b>Bonfire Contract Management Module - Unlimited</b>	\$10,000.00
	Less: 3/12 Month Pro Rate	-\$7,500.00
	**Includes all functionality and services listed in Year 1**	
<b>3 Month Contract Total</b>		<b>\$15,000.00</b>



**B. THREE (3) YEARS CONTRACT – COST**

QUANTITY	DESCRIPTION		AMOUNT
<b>1</b>	<b>Bonfire Public Pro - Site License - Year 1</b>		<b>\$50,000.00</b>
	Unlimited Internal User Seats	Included	
	Unlimited Projects	Included	
	Unlimited Evaluators/Reviewers/Advisors	Included	
	Unlimited Submissions	Included	
	Unlimited Suppliers & Vendors	Included	
	Vendor/Supplier Management	Included	
	Bidtables	Included	
	Questionnaires	Included	
	COI/NDA	Included	
	eAuction	Included	
	Reporting & Insights	Included	
<b>1</b>	<b>Bonfire Contract Management Module - Unlimited - Year 1</b>		<b>\$10,000.00</b>
	Unlimited Users	Included	
	Unlimited Departments	Included	
	Unlimited Custom Fields	Included	
	Unlimited Reminders/Notifications	Included	
	Unlimited Training	Included	
	Implementation/Set-up	Included	
	Maintenance/Hosting	Included	
	Associated Releases/Upgrades	Included	
	Unlimited On-going Support	Included	
<b>1</b>	<b>Bonfire Public Pro - Site License - Year 2</b>		<b>\$50,000.00</b>
<b>1</b>	<b>Bonfire Contract Management Module - Unlimited - Year 2</b>		<b>\$10,000.00</b>
	**Includes all functionality and services listed in Year 1**		
<b>1</b>	<b>Bonfire Public Pro - Site License - Year 3</b>		<b>\$50,000.00</b>
<b>1</b>	<b>Bonfire Contract Management Module - Unlimited - Year 3</b>		<b>\$10,000.00</b>
	**Includes all functionality and services listed in Year 1**		
	Year 1,2, & 3 Annual Totals		\$60,000.00
	Total Contract Value		\$195,000.00

**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:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | 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:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property 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 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: | <b>\$2,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.  |

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

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

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

**8. BEST EFFORTS**

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

**9. DEFAULT**

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

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

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

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

#### **10. INDEMNIFICATION**

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

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

#### **11. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

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

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

## **12. RESPONSIBILITIES OF CONTRACTOR**

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

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

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

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

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

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

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

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

## **13. COMPLIANCE WITH LAW**

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

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

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

## **14. CONFIDENTIALITY**

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

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

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

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

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

#### **15. CONFLICT OF INTEREST**

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

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

#### **16. DRUG FREE WORKPLACE**

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

#### **17. HEALTH AND SAFETY STANDARDS**

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

#### **18. CHILD/ADULT ABUSE**

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

#### **19. INSPECTION**

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



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

**20. NONDISCRIMINATION**

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

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

**21. SUBCONTRACTOR AND ASSIGNMENT**

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

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

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

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

**22. UNFORESEEN CIRCUMSTANCES**

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

**23. OWNERSHIP OF DOCUMENTS**

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

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

**24. NOTICE**

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

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

## **25. NONRENEWAL**

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

## **26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

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

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

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

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

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

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

## **27. CHANGES AND AMENDMENTS**

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

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

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

## **28. CHOICE OF LAW**

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

**29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

**30. WAIVER**

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

**31. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

**32. FAITH BASED ORGANIZATIONS**

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of 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 a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or 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 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.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT EXTENSION**

Notwithstanding Section 2 of the Standard Contract, and unless terminated earlier by either party, this Contract shall be automatically extended from 07/01/2022 through 12/31/2022 to allow for continuation of services and sufficient time to complete a novation or renewal contract.

**2. SPECIAL RESPONSIBILITIES OF CONTRACTOR**

Contractor agrees to maintain data in compliance with the County's Record Retention policies as may be amended from time to time.

**3. TERMINATION FOR CONVENIENCE PAYMENT OF ANNUAL FEES**

Notwithstanding Section 4(A) of Exhibit C allowing for termination by either Party, with or without cause, upon 30 days' written notice; if the County chooses to terminate the Contract in this matter, the County shall pay all fees calculated for the full unexpired annual term of the agreement.

Attachment 1  
Record Retention Schedule

Record No.	[PRIMARY] FUNCTION	[SECONDARY] BUSINESS_PROCESS_CATEGORY	[TERTIARY] SUB-CATEGORY	[QUATERNARY] EXAMPLES	DESCRIPTION	CATEGORY_NAME	DOC_TYPE	[TAXONOMY] BROAD TERM	[TAXONOMY] RELATED TERMS	[TAXONOMY] NARROW TERMS	2014 RET (in Years)	TRIGGER DATE_FIELD	2012 RET_IT (in Days)	DISPOSITION	CITATIONS
047	Finance	Purchasing	Procurement, Purchasing and Requisitioning	Bids, Awards (Accepted, Unaccepted, Rejected) Change Orders Delivery Records Electronic Bids Exhibits Price Lists Purchase Orders Purchasing Package Quotations Receiving Reports Requisitions Requests for Information (RFI) Requests for Proposal (RFP) Requests for Quote (RFQ) Scorecards Specifications Spend Analytics	Records and information created or retained in the purchasing or acquisition of goods and services. Documentation that includes the terms and conditions under which vendors will provide goods or services.	Procurement	PROCUREMENT	financial, procurement	procurement, purchasing, requisition, acquisition	bid, award, change order, delivery, deliveries, exhibit, price list, purchase order, quote, quotation, receive, receiving, request for information, RFI, request for proposal, RFP, request for quote, RFQ, scorecard, score card, specification, spend analytics	CY+6Y	CREATE_DATE	2557	DELETE	CA - CCP 337 - (4Y) CA - GC 34090 - (2Y) US - 26 CFR 1.6001-1 - (MAINT) US - 26 CFR 31.6001 (CY+3Y) US - 26 CFR 301.6501 - (CY+3Y) US - 26 USC 6001 - (MAINT) US - 26 USC 6501 - (6Y) US - 29 CFR 516.20 - (MAINT) US - 29 CFR 516.25 - (MAINT) US - 29 CFR 516.5 - (3Y) US - 29 CFR 516.7 - (INSPECT) US - 48 CFR 4.705-3 (b)-(g) - (CY+4Y) US - IRS Rev. Proc. 97-22 - (MAINT) US - IRS Rev. Proc. 98-25 - (MAINT) US - IRS Rev. Rule 71-20 - (MAINT)
048	Finance	Purchasing	Vendor, Supplier Files	Approved Supplier Documents Supplier Catalogs Vendor Packets Vendor Applications, Profiles	Records and information of suppliers and vendors to all County organizations created or retained in the purchasing or acquisition of goods and services.	Vendors	VENDORS	financial, procurement	vendor, supplier, procurement, purchasing, acquisition	approved supplier, catalog, vendor packet, vendor application, vendor profile	SU	CLOSE_DATE	0	DELETE	

**SCHEDULE A – SERVICE DESCRIPTIONS AND DEFINITIONS**

All capitalized terms used in this Schedule shall have the meanings ascribed thereto in the Contract. This Schedule may be amended from time to time in accordance with the terms of the Contract, and is deemed incorporated into the Contract, as amended.

**1. PLATFORM SERVICES.**

**A. Description of Platform Services.** Platform Services include all items in Exhibit A “Scope of Services”, which include the following functionality:

- a. Public portal for file upload / submission.
- b. Project creation and management.
- c. User account creation and management.
- d. Evaluation criteria and scorecard creation and management.
- e. Scoring summary creation and management.
- f. General file management.
- g. Dashboards and activity reports.
- h. Data exports.

**2. CUSTOM DEVELOPMENT AND SERVICES.** The following optional custom development services are available to the Customer, the terms of which shall be negotiated by the parties.

**A. Data Migration Service:** Importing Customer’s legacy data and files into Platform Services. Exporting Customer’s historical data in a structured manner out of Platform Services.

**B. Custom Development Service:** Includes any additional development that the Customer would like done for integrating custom data formats, the creation of custom report formats, and any other development required to fill Customer needs.



### 3. BUSINESS DAYS

- A. Business Days are defined as Monday – Friday.
- B. Business Days do not include holidays, which include:
  - a. New Year's Day (January 1)
  - b. President's Day / Family Day (Third Monday in February)
  - c. Good Friday (Friday before Easter Sunday)
  - d. Victoria Day (Monday before May 25)
  - e. Labor Day (First Monday in September)
  - f. Columbus Day / Thanksgiving Day (Second Monday in October)
  - g. Christmas Day (December 25)
  - h. Boxing Day (December 26)

**SCHEDULE B – SERVICE LEVEL AGREEMENT**

Bonfire Interactive Ltd. understands the importance and centrality the Platform Services plays in supporting an organization's business processes. We value and appreciate the trust that each customer places in us.

This Service Level Agreement ("SLA") is a policy governing the use of the Platform Services between Bonfire ("us" or "we") and users of Platform Services ("you"). This SLA applies separately to each Customer using the Platform Services. Any amendments or revisions to this SLA will be in writing and agreed to by both parties.

Bonfire is committed to providing reliable high-performance managed services to our customers. Our SLA has been designed to ensure the highest quality service and to provide compensation to the Customer in the event of failure to achieve the specified metrics herein.

**1. SERVICE COMMITMENT**

- A. **Service Availability.** Bonfire will use commercially reasonable efforts to make the Platform Services available with a Monthly Uptime Percentage (defined below) of at least 99.5% during any monthly billing period. In the event Bonfire does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.
- B. **Data Redundancy.** Bonfire will use commercially reasonable efforts to provide at a minimum one (1) redundant data store for Customer Data, updated on a daily basis, during the period of the Term.
- C. **Data Storage Term.** While there exists an SLA in place between the Customer and Bonfire, Bonfire will use commercially reasonable efforts to store all Customer Data for a period of nine (9) years from its creation date. (Refer to Exhibit D, Records Retention Schedule).
- D. **Data Exportation.** Bonfire will use commercially reasonable efforts to provide (i) the access or means for the Customer to export the Customer Data out of the Platform Services or (ii) a comprehensive export of all Customer Data in downloadable Excel and ZIP formats upon request.

**2. SERVICE AVAILABILITY DEFINITIONS**

- A. **Server Outage.** A "Server Outage" is defined as an instance in which no traffic can pass in or out of the Bonfire managed server(s) for more than 15 consecutive minutes ("Service Unavailable"). We will calculate the Service Unavailable for each Customer as a percentage for each fifteen-minute period in the monthly billing cycle. The calculation of the number of Server Outages will not include outages that arise directly or indirectly as a result of any of the SLA Exclusions (as defined below).

**B. Monthly Uptime Percentage.** The “Monthly Uptime Percentage” is calculated by subtracting from 100% the average of the Service Outage from each fifteen-minute in the monthly cycle.

3. **SERVICE CREDITS.** It will be Solano County’s responsibility to notify Bonfire of any down time. Bonfire will investigate and provide appropriate refund if necessary.

“Service Credits” are calculated as a percentage of the total charges paid by you to Bonfire for the billing cycle in which the error occurred in accordance with the schedule below.

**A. Service Credit Percentages:**

- a. For Monthly Uptime Percentage equal to or greater than 99.0% but less than 99.5% - Service Credit of 1%
- b. For Monthly Uptime Percentage less than 99% - Service Credit Percentage of 5%.

We will apply any Service Credits against future Bonfire payments otherwise due from you unless there are none, in which case Service Credits will be refunded. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 Canadian Dollar). Service Credits may not be transferred or applied to any other Customer.

4. **SERVICE CREDIT PROCEDURE.** To receive a Service Credit, you must submit a request by sending an e-mail message to [support@gobonfire.com](mailto:support@gobonfire.com). To be eligible, the credit request must (i) include your account URL in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of each outage; and (iii) be received by us within ten (10) business days after the end of the billing cycle in which the errors occurred. If the Monthly Uptime Percentage applicable to the month of such request is confirmed by us, we will issue the Service Credit to you within one billing cycle following the month in which the error occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.
5. **SERVICE COMMITMENT EXCLUSIONS.** The Service Commitment does not apply to any unavailability, suspension, termination of Platform Services, or any other Platform Services performance issues (i) that result from Downtime and Service Suspensions as defined below. “Service Suspensions” means, collectively, Bonfire’s right to suspend access to any portion or all of the Platform Services at any time, on a Service-wide basis: (a) for scheduled Downtime to permit us to conduct maintenance or make modifications to any Platform Service; (b) in the event of a denial of service attack or other attack on the Platform Service or other event that we determine, in our sole discretion, may create a risk to the applicable Platform Service, to you or to any of our other customers if the Platform Service were not suspended; or (c) in the event that we determine that any Platform Service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons. To the extent we are able, we will endeavor to provide you email notice of any Service Suspension and email notice regarding resumption of Platform Services following any such suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Platform Services; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other

technology (other than third party equipment within our direct control); or (v) arising from our suspension and termination of your right to use Platform Services in accordance with the terms of the Agreement. If availability is impacted by factors other than those used in our calculation of the Server Outage, we may issue a Service Credit considering such factors in our sole discretion.

6. **LICENSE** - Contractor further will provide the following:

- A. Grant to the County for internal use by County, its agents, contractors, employees and suppliers (collectively, the Users) a non-transferable, non-exclusive, non-sub-licensable right and license (the License) to access and use the services identified on Exhibit A, "Scope of Services" (collectively, the Platform Services) (being software, data and applications of Contractor for purposes of collecting, managing, analyzing and reporting data) during the Term of the Contract.
- B. The Platform Services shall be made available on-line at [bonfirehub.com](http://bonfirehub.com) or [bonfirehub.ca](http://bonfirehub.ca) (or such other URL as Bonfire may designate from time to time) (the Site) from a third party hosted facility, located in the country specified on the Order Form, and/or other systems used by Contractor to host the Platform Services in the country specified on the Order Form (collectively, the Systems). Platform Services may be amended, enhanced or modified from time to time by Contractor.
- C. Users shall access the Platform Services by means of a specific account (the County's Account) using individual User login names and passwords (Passwords) provided by Contractor. Contractor shall enable the Platform Services and provide the Passwords on the Plan Start Date as identified on the Contract. The County is responsible for the confidentiality and use of its Passwords and County Account, and in no event shall Contractor be liable for any loss of information of the County or other claims arising from unauthorized access to the Platform Services as a result of the failure by County to protect the confidentiality of its Passwords and Account. Contractor is also responsible for the confidentiality of the Passwords and County Account provided to Customer and shall in all events be liable and indemnify Customer for any breach of this provision.

**SCHEDULE C – LICENSE AGREEMENT**

1. **LICENSE** - Contractor further will provide the following:
  - A. Grant to the County for internal use by County, its agents, contractors, employees and suppliers (collectively, the Users) a non-transferable, non-exclusive, non-sub-licensable right and license (the License) to access and use the services identified on Exhibit A, "Scope Of Services" (collectively, the Platform Services) (being software, data and applications of Contractor for purposes of collecting, managing, analyzing and reporting data) during the Term of the Contract.
  - B. The Platform Services shall be made available on-line at bonfirehub.com or bonfirehub.ca (or such other URL as Bonfire may designate from time to time) (the Site) from a third party hosted facility, located in the country specified in Exhibit B, and/or other systems used by Contractor to host the Platform Services in the country specified in Exhibit B (collectively, the Systems). Platform Services may be amended, enhanced or modified from time to time by Contractor.
  - C. Users shall access the Platform Services by means of a specific account (the County's Account) using individual User login names and passwords (Passwords) provided by Contractor. Contractor shall enable the Platform Services and provide the Passwords on the Plan Start Date as identified on the Contract. The County is responsible for the confidentiality and use of its Passwords and County Account, and in no event shall Contractor be liable for any loss of information of the County or other claims arising from unauthorized access to the Platform Services as a result of the failure by County to protect the confidentiality of its Passwords and Account. Contractor is also responsible for the confidentiality of the Passwords and County Account provided to Customer and shall in all events be liable and indemnify Customer for any breach of this provision.
2. **USE** - The License and Support (as defined in Section 3 below) is granted exclusively for County's internal use, and the County is solely and exclusively responsible:
  - A. For the collection, accuracy, currency, quality, legality, completeness and use of County Data (as defined in Section 7.2 below) that is stored on the Systems, disclosed to or used by County or Users in connection with the Platform Services;
  - B. For the content of all communications (including without limitation, any transfer of signs, signals, text, images, videos, sounds, data or intelligence of any nature transmitted in whole or in part electronically (the Electronic Communications)) while using County's account;
  - C. To ensure that it and the Users will not use the Platform Services to communicate, by way of Electronic Communication or otherwise, any message or material that (1) is libelous, harmful to minors, obscene or constitutes pornography; (2) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (3) would otherwise give rise to any breach of confidentiality or privacy laws, or any civil liability, or that constitutes or

encourages conduct that could constitute a criminal offence, under any applicable law or regulation;

- D. To ensure that the use of the Platform Services by any User is limited to the rights outlined herein; and the County shall not permit Users, directly or indirectly, to do (and shall be responsible for any violation of) any of the following acts:
- a. Reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform Services;
  - b. Modify, translate, or create derivative works from the Platform Services;
  - c. Rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Platform Services;
  - d. Publish or disclose to third parties any evaluation of the Platform Services without Contractor's prior written consent;
  - e. Violate any local, state / provincial, federal or foreign law, treaty, regulation or convention applicable to the County in connection with Users' use of the Platform Services;
  - f. Access data or log into a server or account on the System that the County is not authorized to access, or access or tamper with other customer accounts of Contractor;
  - g. Willfully tamper with the security of, or probe, scan or test the vulnerability of, any of the Systems, or render any part of the Systems unusable.

### 3. SUPPORT AND MAINTENANCE

Contractor shall provide general maintenance services and technical support in respect of the Platform Services (Support) throughout the Term, during Business Days (as defined in Schedule A). The County acknowledges that the Support will not be available during system maintenance periods for purposes of upgrades and maintenance to the Platform Services and/or System. Downtime for such System maintenance periods shall only occur between the hours of 11:00 pm and 6:00 am Eastern Standard Time ("Downtime") unless there is a defect that renders the Platform Services unavailable in which case Contractor shall take steps to correct such deficiency immediately. Otherwise, Contractor will make reasonable efforts to announce the scheduled Downtime via e-mail to the County's designated e-mail address.

Support does not include services required as a result of (i) User misuse, improper use, alteration, or damage of the Platform Services; (ii) any problem caused by modifications in any version of the Platform Services not made or authorized by Contractor; (iii) any problem resulting from the County combining or merging the Platform Services with any hardware or software not supplied by Contractor, or not identified by Contractor as compatible with the Platform Services and/or Systems, or (iv) any custom development services outlined on Schedule A.

### 4. CUSTOM DEVELOPMENT

In the event the County wishes to have Contractor provide additional custom development and/or services at any time during the Term, the parties will negotiate the terms and conditions

of such additional services, and enter into a mutually agreeable contract which, among other things, will address which party will own any and all intellectual property developed as a result.

**5. THE CONTRACTOR SHALL DELIVER THE FOLLOWING:**

<b>DELIVERABLES</b>	<b>PERFORMANCE STANDARD</b>	<b>DUE DATE</b>
1. Software Implementation	100% Completion	Within 45 calendar days from date of contract execution
2. Initial Training on software and all contracted modules of Solution	100% Completion	60-90 days after full implementation
3. Ongoing training as upgrades are made to Solution	As needed	As needed