



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:

Pitney Bowes Presort Services, INC

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is: MAY 14, 2019 – MAY 13, 2022

3. The maximum amount of this Contract is:

NOT TO EXCEED \$ 200,000

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on April 19, 2019.

CONTRACTOR	COUNTY OF SOLANO
<u>Pitney Bowes Presort Services, Inc</u> CONTRACTOR'S NAME	<u>Meghan M. Greener</u> AUTHORIZED SIGNATURE
<u>[Signature]</u> SIGNATURE	TITLE: <u>Director of General Services</u>
<u>Nicole M Ziska, VP Business Transformation</u> PRINTED NAME AND TITLE	675 TEXAS ST. SUITE 2500 ADDRESS FAIRFIELD, CA, 94533
<u>10110 I Street</u> ADDRESS	Approved as to Content: <u>Meghan M. Greener</u> DEPARTMENT HEAD OR DESIGNEE
<u>Omaha</u> <u>NE</u> <u>68127</u> CITY STATE ZIP CODE	Approved as to Form: <u>Daniel C. Carr</u> COUNTY COUNSEL

Rev. 3/11/19

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

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

I. Contractor shall be responsible for the following duties:

1. Furnish all resources required to provide Pre-Sort Mailing service as specified herein.
2. Pick up United States Post Office pre-metered mail from County mailroom located at 2543 Cordelia Road, Fairfield, CA 94534, at 4:30 p.m. daily, Monday – Friday, excepting County holidays (holiday schedule is attached).
3. Barcode letter-size and flat-size mail.
4. Presort letter-size and flat-size mail.
5. Except for mail described in paragraph 20 below, return mail the next business day that is not properly prepared and/or is damaged.
6. Apply necessary additional postage for incompatible mail to be placed in daily mail stream (upgrade postage).
7. Return any mail identified by Contractor that would be rejected by the United States Postal Service (USPS) to the Solano County Mail Room located at 2543 Cordelia Road, Fairfield, CA 94533) no later than the following business day.
8. Notify the Mail Room staff, (707) 784-3091, immediately if there is a delay in daily pick-up time.
9. Provide forms in a format substantially similar to the attached, to count the number of mail pieces submitted to Contractor. Forms will be completed by County staff, and counter-signed by the driver upon pick-up.
10. Require all employees to wear uniforms and/or shirts identifying Contractor's Company, as well as visible identification badges.
11. Provide names of key employees and contact information servicing County account, including all subcontractors. County approves the use of Bomar Mail & Courier Service as a subcontractor for the sole purpose of transporting County mail to the Contractor facility providing services. The County, in its sole discretion, shall approve, in advance, any new and or any additional subcontractors.
12. Keep vehicles locked and secure while performing services to prevent theft of County mail.
13. Keep all vehicles well maintained, mechanically and visually.
14. Secure all mail from falling loosely inside the vehicle.



15. Ensure that all vehicles are licensed, registered, and insured the entire term of this contract.
16. Receive and store County mail in Contractor's secured mailing facilities to be staged and segregated for immediate processing.
17. Verify each address, each piece is weighted and assigned a tracking number through the manifest system and (if necessary) and indicia is applied, then sorted according to destination.
18. If necessary, conduct a secondary sort if mail is rejected during the first sort process.
19. Deliver sorted mail to the USPS. Same-day service mail will be tendered to the USPS on the same day it is picked up, and next-day service mail will be tendered the following day, prior to the Postal Service's local 'critical entry' times for automation and non-automation mail.
20. Provide meter correction of (fix and charge) mail pieces that cannot be barcoded or sorted because of missing postage and/or improper postage amounts. These pieces are to be included in same day mail stream.
21. Comply with the U.S. Postal Service mandate that all first-class mail receiving postage discounts meet the Move Update Requirement.
22. Will be insured, including fidelity insurance for third party or employee crime. Current insurance certificate submitted to County is a requirement.
23. Provide all applicable standard reports available at the time of this Agreement, based on the County's Mailer IDs, that Contractor produces through My Account on line access, including reports that can be accessed weekly and show dates of service, volume of mail processed, fee per piece, and total charges.

II. County Shall Be Responsible for the Following Duties:

1. Metering of outgoing mail and flats at the then current U.S.P.S. AADC first class automation rate for letters and the then current U.S.P.S. 5-digit rate for First Class Automation Flats.
2. Separating mail in appropriate trays, tubs, other appropriate transport receptacles. County's mail shall be submitted to Contractor upright in trays with all envelopes facing in the same direction, properly addressed and sealed. If County's mail is (i) pre-metered, it shall be affixed with the correct postage rate, the correct date and appropriate "pre-sorted" notations; (ii) permit imprinted, it shall be separated and presented by the correct weight and affixed with the appropriate "pre-sorted" and indicia imprint and a return address; (iii) pre-canceled stamp, it shall be affixed with a pre-canceled stamp and shall contain a

return address. County shall complete and sign pick up slips at each location indicating the number of trays and/or pieces of mail to be processed by Contractor. If County pre-meters its mail, County shall provide Contractor with its current license numbers, and notify Contractor within five (5) business days of any changes. County agrees to promptly execute or produce all Contractor or USPS documents to meet requirements of the USPS. County further agrees to make appropriate changes in the way County addresses and handles its mail as reasonably requested by Contractor and as required by the USPS. County shall promptly, upon receipt of appropriate documentation, reimburse Contractor for all penalties or assessments levied against Contractor by the USPS as a result of County's (or its customer or print provider) improper preparation and finishing of its mail. County acknowledges such penalties and assessments may include additional postage charged to all or most of a combined mailstream as presented by Contractor and not just for County's portion of that combined mailstream.

3. Preparation of out-going mail for transport by 4:30 pm daily.
4. If County pre-barcodes its mail, County must: (1) utilize the USPS Coding Accuracy Support System (CASS) to satisfy the USPS zip code accuracy requirements in Delivery Point Validation and provide a current certificate upon request; and (2) apply only barcodes compliant with the then current Full Service Intelligent Mail Barcode (IMb) requirements of the USPS. If County is not pre-printing a barcode on its mail, County must leave a clear zone as specified in the DMM and the paper must be non-glossy.
5. USPS regulations require that mailers utilizing First Class discounted postage rates select one or more authorized move-update options. County will complete a Certification of Move Update Compliance form as may be reasonably requested by Contractor from time to time in order to confirm the Move Update Option selected by County on a job by job basis. County's selections include the following move-update option(s):

Indicate the selected option for Move Update Solution by placing an "X" in each column under the mail category type indicated.

<u>Option</u>	<u>First Class Letter Mail</u>	<u>First Class Postcard Mail</u>	<u>First Class Flat Mail</u>
Not Applicable		X	
A USPS approved Move Update Solution provided and utilized by County on all County mail of this type			X <sup>1</sup>
PBPS Move Update Solution (an MLOCR-based software application such as Siemens UMove®) provided by Contractor on all County mail of this type.	X		
A USPS approved Move Update Solution provided and utilized by County on all mail of this type, except for designated jobs within the mail type as agreed by the parties on which Contractor shall utilize the PBPS Move Update Solution			

<sup>1</sup>It is County's responsibility to use NCOA or other approved move-update method on flat mail. PBPS will not apply Move Update to County's flat mail until such time as the PBPS Move Update Solution is available for flat mail. In the event the PBPS Move Update Solution is unavailable for First Class flat mail, and County does not accept the responsibility to provide the Move Update Solution, PBPS shall upgrade and process any discount



rate First Class flats submitted by County at the Full Retail postage rate and bill such postage upgrade to County. When available and upon County request, PBPS shall apply the PBPS Move Update Solution on County's flat mail at the price set forth on Exhibit B. PBPS will not accept or process County's discounted flat mail unless County completes an updated PBPS Move Update Compliance document stating the method used to meet the Move Update Requirement on flats.

6. The USPS uses a census method of testing to determine if a mail owner's addresses are being updated as required by USPS Move Update Compliance regulations. Mailpiece compliance is measured per calendar month and results are reported on the USPS Mailer Scorecard. Mailer Scorecards are available for individual mail owners and for Contractor, the mail presenter. The USPS will assess penalties or postage assessments against Contractor as the eDoc submitter associated with the mailing if the total Move Update failures submitted by Contractor per operating center under its USPS Customer Registration ID (CRID) is over the USPS established threshold for the month. If County has its own USPS Mailer ID (MID), County agrees that it will monitor its own failure rate for performance on the USPS Mailer Scorecard by the MID/CRID, which can be accessed through the USPS Business Customer Gateway. The parties will cooperate to identify and resolve failures involving County's mail if either party has reasonable concerns about meeting the Mailer Scorecard threshold requirements. The parties shall also cooperate to promptly appeal any penalty or assessment by the USPS if there are reasonable grounds to advocate an appeal.
7. Contractor can only spray barcodes on mail pieces that are non-glossy with a sufficient clear zone in the lower right quadrant. County will be required to use another approved Move Update method for non-conforming mail pieces.

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

**1. APPLICABLE RATES**

Letter Size Bar Coding and Sorting Cost. (Mail pieces will be metered by Solano County at the then current U.S.P.S. AADC first class automation rate for letters. ( \$ 0.412 1oz, 2oz, 3oz USPS Rates 01/27/2019)	\$ 0.0237 each
Machine Rejected Mail - Letters	\$ 0.007 each
Flat Size (9x12) Bar Coding and Sorting Cost. (Mail pieces will be metered by Solano County at the then current U.S.P.S. 5 digit first class automation rate for Flats (\$ 0.486 1oz USPS Rates 01/27/2019.)	\$ 0.406 each
Machine Rejected Mail - Flats	\$ 0.06 each
If Contractor meters any mail on behalf of Solano County, in addition to reimbursement for postage, Solano County will pay a meter fee per piece metered.	\$ 0.03 per piece of First Class letter mail  \$ 0.10 per piece of First Class flat mail
Move Update Application Fee per each piece of First Class letter and flat mail scanned	\$ 0.005 each
Non Automated FC Flats Hand Sorting Fee	\$ 0.10 each
Meter Strip	\$ 0.15 each
Lim Lim Label	\$ 0.10 each
Sealing Mail	\$ 0.01 each
Quality Control Labor (example: Sticky Mail)	\$ 50.00 (per hour, per person – minimum 1 hour)
Transportation Fee (Special Pick up)	\$ 150.00 per occurrence



**IMb Downgrade:** If Solano County pre-barcodes its mail with a barcode that is not Full Service IMb compliant or presents mail on which Contractor cannot print a Full Service IMb, the County of Solano may be charged an IMb Downgrade based upon any penalties, postage assessments or forfeiture of discounts (collectively, "Downgrade") which may be imposed by the USPS on Contractor, based upon Contractor's calculation of County of Solano's pro-rata share of such non-compliant mail.

The prices set forth above are based on Solano County metering its mail at the then current USPS rate designated above. In the event the USPS adopts any new postal regulations, procedures, rates, or incentives, Contractor reserves the right to revise the pricing and services accordingly. Contractor will provide 30 days advance written notice of any such changes. County of Solano reserves the right to accept or reject in writing any recommended changes by Contractor. However, applied postage required and regulations set by the USPS shall be effective on the date set by the USPS. If the parties cannot reach an agreement regarding the modifications, either party may terminate the Agreement on thirty (30) days' written notice.

The County will be charged the amounts set forth herein regardless of whether the actual postage qualification rates for the County's mail are higher or lower than the postage discount rate set forth above. The County hereby authorizes Contractor to receive and retain any USPS postage refunds, incentives or rebates based on the amount of the County's mail that qualifies for any lower presort mailing rates to Contractor, and all such refunds, incentives or rebates will become the property of Contractor as part of its compensation for performance of the services. (ref for metered mail: USPS form 8096).

**Intelligent Mail Barcode Discount.** Contractor will use its commercially reasonable best efforts to prepare County's First-Class letters and flats in accordance with the then current USPS requirements for Full Service IMb processing. Contractor anticipates that it will be successful in such processing and will receive from the USPS, separate from other workshare discounts, a discount on such Full Service IMb compliant and qualifying First Class mail ("IMb Discount"). Accordingly, the IMb Discount is factored into the presort fee set forth above. In the event that the USPS eliminates or reduces the IMb Discount, Contractor may adjust the presort fee following written notice to County.

## 2. METHOD OF PAYMENT

A Detailed billing is available via PB my Account web portal weekly. Log in credentials will be provided to identified County employee(s).

Upon submission of a weekly invoice by Contractor, and upon approval of County's representative, County shall pay Contractor in arrears for fees and expenses incurred within thirty (30) days from the date of the invoice, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

Invoices are to be sent to:

County of Solano Attn: Lacey Pergamit  
675 Texas St, Suite 2500  
Fairfield, CA 94533

Upon review and approval of invoices, County will pay invoices within 30 days from the date of the invoice.

**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 90 days after 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**

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

D. Additional Insurance Coverage

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

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

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

F. Deductibles

Contractor has declared its deductibles which has been approved by County. In the event of a claim made by the County arising out of services related to this Contract, Contractor must provide evidence of financial ability, 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 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 (where allowed by law) 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) In the event of a loss giving rise to a claim under the above required policies, the County reserves the right to require complete, certified copies of all relevant 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 reasonable expense incurred in excess of what County would otherwise have paid to Contractor but for Contractor's default shall be payable by Contractor to the 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 agrees to indemnify, hold harmless and defend the County of Solano (and its



employees, agents and contractors) from and against any claim, demand, cause of action, loss, expense or liability, including reasonable attorney's fees ("Claims") brought by any third party to the extent the Claims are caused by the acts or omissions of the Contractor (or its employees, agents or subcontractors) and which arise from the Contractor's: (1) negligent or willful misconduct causing bodily injury or death or damage to physical property (other than mail); (2) any grossly negligent act/omission or willful misconduct; or (3) violation of any applicable law or regulation, including those of the USPS. This indemnification shall extend to Claims discovered during or after the termination of this Contract

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.

C. In the event Contractor is subjected to any expense, penalty or assessment by the USPS due to County's mail being prepared by the County in a manner not in compliance with USPS rules and regulations, County will reimburse Contractor for any such loss, expense, damage or liability, including reasonable attorney's fees.

D. Except for Contractor's obligations of indemnification arising from paragraph A above, the total liability to County relating to this contract is limited to three (3) times the fees billed by the Contractor in the month prior to the event giving rise to the liability. Contractor will not be liable to County for any indirect, consequential, or punitive damages.

#### 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 if applicable to the services, 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. 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. Contractor shall retain ownership in all pre-existing Intellectual Property Rights including all right, title and interest in and to any methodologies, specialized know-how, and other Confidential Information or trade secrets it uses in performing services under this agreement. County shall retain all ownership in data, information, correspondence and documents provided to Contractor in the course of the services.

B. Notwithstanding paragraph A above, County shall be entitled to use and retain all reports and information provided to the County by Contractor related to the County's use of the services.

## 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 as applicable to the services provided under this Contract.

**30. WAIVER**

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

**31. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

**32. FAITH BASED ORGANIZATIONS**

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

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

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

**33. INTENTIONALLY OMITTED**

**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 on such terms and conditions, including pricing, as mutually agreed by Contractor and such other government agency, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency



that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### 35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

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

### 36. EXECUTION IN COUNTERPARTS

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

### 37. LOCAL EMPLOYMENT POLICY

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

### 38. ENTIRE CONTRACT

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