

Contract MA-031-21011546
with
DMT Solutions Global Corporation DBA Bluecrest
for
Hardware Maintenance on DMT Sorters, Inserter and Server
and Software Licensing and Maintenance

This Contract MA-031-21011546, hereinafter referred to as “Contract”, is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and DMT Solutions Global Corporation DBA Bluecrest with a place of business at 37 Executive Drive, Danbury, CT 06810-4147 hereinafter referred to as “Contractor”, with County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Preventative Maintenance Schedules
Attachment C – 24/7 Support Escalation Process
Attachment D – Compensation/Payment

RECITALS

WHEREAS, on October 31, 2017, the Board of Supervisors authorized the Parties to execute Contract MA-031-18010511 with DMT Solutions Global Corporation DBA Bluecrest (formerly Pitney Bowes, Inc., Document Messaging Technologies Division) for the purchase of one Mailstream Productivity Series Inserter, one Vantage Mail Sorting System, and Stratus Server; and

WHEREAS, on July 31, 2018, the Board of Supervisors authorized the Parties to execute Contract MA-031-18012194 for Hardware Maintenance on DMT Sorters, Inserters and Server and Software Licensing and Maintenance in effect August 12, 2018 through and including August 11, 2021; and

WHEREAS, on June 12, 2020, the Parties executed Contract MA-031-20011778 for the purchase of an additional Vantage Mail Sorting System with Hardware Maintenance and Software Licensing and Maintenance; and

WHEREAS, Contract MA-031-180129194 and MA-031-20011778 are expiring; and

WHEREAS, the Parties are entering into this Contract for Hardware Maintenance on DMT Sorters, Inserter, and Server and Software Licensing and Maintenance under a firm fixed fee; and

WHEREAS, Contractor agrees to provide Hardware Maintenance on DMT Sorters, Inserter, and Server and Software Licensing and Maintenance to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the fees set forth in Compensation/Payment, attached hereto as Attachment D; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Hardware Maintenance on DMT Sorters, Inserter, and Server and Software Licensing and Maintenance with the Contractor; and

NOW, THEREFORE, the parties mutually agree as follows:

DEFINITIONS

1. **System:** “System” means two DMT Vantage Mail Sorting Systems, one DMT Mailstream Productivity Series Inserter, and a DMT Stratus (Mission Critical) Server, and all of its component parts, including its Hardware and Software.
2. **Hardware:** “Hardware” means all of the hardware of the System, one Mailstream Productivity Series Inserter, Roll Input Unwinder and Cutter, Inserter Module – Inline Printing, two DMT Vantage Mail Sorting Systems, DMT Stratus (Mission Critical) Server, selective letter opener w/external 30 gal. Receptacle, and Printer and its embedded software.
3. **Software:** “Software” means all software of the System, including software for Inserters, consisting of embedded software such as Internal Document Messaging Technologies (DMT) software (consisting of Direct Connect and Vantage software); software for the Sorters, consisting of Olympus II software, Absentee Ballot Data Capture and Integration software, Local Image Archiving software, CodeX WABCR software, and Relia-Vote licensed software; and Stratus Server software. “Software” includes and corrections, bug fixes, enhancements, updates, versions, new releases, derivatives, improvements, rewrites and other modifications, including custom modifications to such software.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance. Notwithstanding the foregoing, no new or replacement System, Hardware or Software shall be placed into production until written acceptance for such System, Hardware or Software is provided by County and received by Contractor.
- G. **Warranty:**
- a. **Services:** Contractor expressly warrants that the goods covered by this Contract are free of liens or encumbrances. Contractor further warrants that the work will be performed in a professional manner according to generally accepted industry standards. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
 - b. **Non-Infringement Warranty**
 - i. Contractor represents and warrants to County that Contractor is the owner of the Software, or has authorized marketing rights to the Software and has the right to grant the license set forth herein. Contractor represents and warrants that to the best of its knowledge, the Software furnished by Contractor, when used in accordance with the documentation and the Contract, will not infringe upon or violate any United States patent, United States trademark, copyright, trade secret

right or other proprietary right of any third party. Contractor agrees to defend, indemnify and hold harmless County, members of its Board of Supervisors, officers, employees and agents from any claims, demands or liability of any kind or nature, arising out of or related to any claim that the Software infringes or violates any United States patent, United States trademark, copyright, trade secret or other proprietary right of any third party. "Documentation" shall mean the current technical and user documentation for the Software. The documentation may be modified from time-to-time to incorporate Upgrades.

- ii. If the Software is subject to a claim of infringement or misappropriation, or if Contractor reasonably believes that the Software may be subject to such a claim, Contractor shall have the right to: (i) replace the Software with functionally equivalent Software; (ii) modify such Software while retaining substantively equivalent functionality; (iii) procure at no cost to County the right to continue to use such Software; or (iv) if the foregoing is not commercially reasonable, direct County to terminate use of such Software. If Contractor directs County to terminate use of such Software (or a permanent injunction is issued against such use), County shall immediately terminate such use and County's remedies, in addition to the indemnification set out herein, shall be limited to a pro rata refund of the license fees previously paid for such Software that are subject to the infringement or misappropriation claim based on a term of sixty (60) months following execution of the Contract.
- iii. Contractor shall have no obligation to indemnify County under this Section G.2.c if the infringement or misappropriation results from County's (i) unauthorized modification of the Software; (ii) combination, operation or use of the Software with non-Contractor software products if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) use of the Software in breach of the Contract; or (iv) use of other than the most current release of the Software if such claim of infringement or misappropriation could have been avoided by County's use of such current release of the Software, provided Contractor delivered such superseding version to County at no additional cost to County and notified County of the need to use such version.
 - 1. Hardware Warranty Disclaimer. Except for the express warranties set forth in or referenced in this agreement, Contractor disclaims all warranties, express and implied, including the implied warranties of merchantability and fitness for a particular purpose.
 - 2. Software Warranties. Disclaimers. Except for the express warranties set forth in this agreement, the software are provided "as is" and Contractor disclaims all other warranties, express or implied, with respect to the software and services furnished under this agreement, including but not limited to, any warranty of merchantability, fitness for a particular purpose, course of dealing, course of performance or usage in trade.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any

patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County which shall not be unreasonably withheld, delayed or denied. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. **Insurance Provisions:** Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of **the Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming *the County of Orange, its elected and appointed officials, officers, employees and agents* as Additional Insureds, or provide blanket coverage, which will state *As Required By Written Contract*.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials,*

officers, employees and agents, or provide blanket coverage, which will state *As Required By Written Contract*.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts With County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike, epidemic, pandemic quarantine or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:**
- a. **County Information:** Contractor agrees to maintain the confidentiality of all County and County- related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
 - b. **Contractor Information:** County, to the extent permitted by the California Public Records Act, Government Code section 6250 et seq., agrees to maintain the confidentiality of all Contractor Confidential Information which shall be deemed to be that information belonging to or in the possession or control of Contractor which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to the County under this Contract in (1) tangible form and marked or designated in writing in a manner to indicate its confidential, proprietary or trade secret nature, and (2) intangible form, that is identified as such, in writing, at the time of disclosure. Confidential Information of Contractor shall include, without limitation the following: (i) Software and updates, upgrades and enhancements thereto; (ii) technical user documentation and maintenance support guidelines; (iii) pricing proposals, financial and other business information, data and performance tests, product evaluations, computer software, bug fixes, reported problems

with the Software; (iv) information concerning the customers and potential customers of either party; and (v) any other information identified in writing as confidential or information that County knew was confidential. County shall not disclose any of Contractor's Confidential Information pursuant to the California Public Records Act unless County's legal counsel determines that disclosure is legally required and the County provides Contractor a reasonable opportunity to seek an appropriate protective order prior to disclosing such Confidential Information. Notwithstanding (1) and (2) above, Software is Confidential Information of Contractor regardless of how marked.

- c. Confidential Information of either party will be deemed to exclude any particular information that, as evidence by written documentation: (1) is already known to the other party without restrictions at the time of its disclosure by the disclosing party; (2) after its disclosed by the disclosing party, is made known to the other party without restrictions by the party having the right to do so; (3) is or becomes publicly known without receiving party's violation of this agreement; or (4) is independently developed by either party without reference to Confidential information disclosed under this Contract.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature asserted by a third party, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Contractor's total liability under the Contract, including but not limited to the Attachments, with respect to any claim arising in connection with the Contract shall not exceed the greater of the fees paid by County to Contractor under the Contract as of the date of such claim and two million dollars (\$2,000,000).

Contractor will not in any event be liable for any punitive, special, exemplary, consequential, incidental or indirect damages of any kind, including, but not limited to, loss of profits or revenue, business interruption, or lost data, even if Contractor has been advised of the possibility of such loss or damage.

- AA. **Audits/Inspections:** Upon prior notice to Contractor, Contractor agrees to permit the County's Auditor-Controller or the Auditor- Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor directly related to the performance under this Contract. The inspection and/or audit will be confined to those matters directly connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable advance written notice of such an audit or inspection and such audit or inspection will not occur more than one time during a calendar year.

The County reserves the right to audit and verify the Contractor's records directly related to the performance of the Contract before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information directly related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor directly related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Hardware Maintenance on DMT Sorters, Inserter and Server and Software Licensing and Maintenance from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on August 12, 2021 or upon execution of all necessary signatures, whichever occurs later, and will be in effect for three (3) years from that date, unless otherwise terminated by the County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by written mutual agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without the prior written approval of the County assigned Deputy Purchasing Agent.
5. **Americans with Disabilities Act:** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County

may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- 1) Terminate the Contract immediately, pursuant to Section K herein;
 - 2) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - 3) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - 4) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
9. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
11. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing,

within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

12. **Contractor's Project Manager:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within ten (10) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

13. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

14. **Disputes – Contract:**

- A) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

15. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1) The Contractor has made false certification, or
- 2) The Contractor violates the certification by failing to carry out the requirements as noted above.

16. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. To the extent it is commercially reasonable to do so, the Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as in effect as of the commencement of an emergency or disaster shall apply to serving the County's needs during such emergency or disaster if, and only if, Contractor's costs do not increase in connection with such

emergency or disaster. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
19. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in

procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

20. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
21. **Liquidated Damages:** It is agreed by and between the Contractor and the County that if this Contract is not fully and completely performed within the terms of the Contract as a result of Contractor's actions or omissions, damage will be sustained by the County. Said damage includes any additional costs resulting from a delay in scheduled time frames by the Contractor. Since it is and will be impractical and extremely difficult to determine the actual damage which the County will sustain by reason of such delay, Contractor agrees to forfeit and pay to County the sum of \$500.00 ("Liquidated Damages") for each calendar day that completion of all the work required by the Contract is delayed. County may deduct such sum from any payments due or to become due to Contractor. If the Liquidated Damages exceed the unpaid balance of the Contract price otherwise owed to Contractor, then Contractor shall immediately pay County the difference.
22. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
23. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: DMT Solutions Global Corporation DBA
Bluecrest
37 Executive Drive
Danbury, CT 06810
Attn: Dawn Ehlers
Phone No.: 301-471-4917
Email: dawn.ehlers@bluecrestinc.com
cc Email: legal@bluecrestinc.com

County Project Manager: Registrar of Voters
1300 S. Grand Ave. Bldg. C
Santa Ana, CA 92705
Attn: Justin Berardino

Phone: 714-567-5103
 Email: Justin.Berardino@rov.ocgov.com

County DPA:

Registrar of Voters
 PO Box 11298
 Santa Ana, CA 92711
 Attn: Christina Morales
 Phone: 714-567-5169
 Email: Christina.Morales@rov.ocgov.com

24. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
25. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor’s financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
26. **Subcontracting:** Except with respect to technical escalations to original equipment manufacturers, no performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.
- In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
27. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
28. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
29. **Compliance with County Information Technology Policies and Procedures:**

Policies and Procedures: Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor’s performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor’s compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time that are applicable to

the services to be provided by Contractor, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. To the extent the County and Contractor disagree as to the applicability of any such IT policies and procedures to Contractor's performance obligations, County and Contractor shall meet in good faith to discuss and resolve such differences. In addition to the foregoing, Contractor shall comply with the following:

- a. **Security and Policies:** All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.
- b. **Information Access:** The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.
- c. **Enhanced Security Procedures:** The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
- d. **Breach of Security:** Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.
- e. **Conduct on County Premises:** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or

facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and not knowingly take any action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

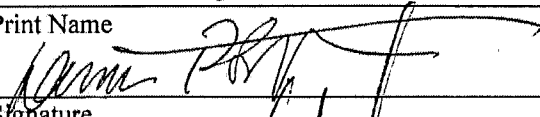

- f. **Security Audits:** Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

SIGNATURE PAGE FOLLOWS

Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR: DMT SOLUTIONS GLOBAL CORPORATION DBA BLUECREST *

Dennis P. LeStrange	President and CEO
Print Name	Title
	7/16/2021
Signature	Date
Lance Arneson	CFO
Print Name	Title
	7/16/21
Signature	Date

* If the contracting party is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

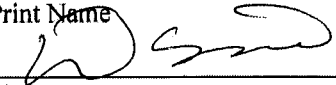
County of Orange, a political subdivision of the State of California

Print Name	Title
Signature	Date

**APPROVED AS TO CONTENT:
Department Head**

Print Name	Title
Signature	Date

**APPROVED AS TO FORM:
County Counsel**

Print Name	Title
	7.20.21
Signature	Date

ATTACHMENT A Scope of Work

1. Overview

The County uses the System to process outgoing and incoming vote by mail ballots, as well as other mailing needs of the County. During the period of this Contract and subsequent renewal terms, if any, Contractor will provide maintenance, support, and services as described in this Scope of Work for the System, including its Hardware and Software.

2. Scope of Work

2.1. Contractor shall be required to maintain all optimal service levels of the System:

- Mailstream Productivity Series Inserter
- Roll Input Unwinder and Cutter
- Inserter Module – Inline Printing
- Two (2) Vantage Mail Sorting Systems
- Two (2) Selective Envelope Openers
- Stratus Server

2.2. This contract covers:

2.2.1. All software required to run Relia-Vote solution

2.2.2. Annual Vantage Software license

2.2.3. Annual parts for inserter and sorters

2.2.4. Stratus server

2.2.5. Maintenance shall include all travel time during standard service hours, defined as 7 a.m. to 5 p.m., Monday through Friday, excluding holidays specified below:

New Year's Day	Martin Luther King, Jr.'s Birthday	Lincoln's Birthday
Washington's Birthday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving	Christmas Day

2.2.6. Contractor is required to offer weekend and after-hours labor cost for service so that all machines may be serviced 24 hours per day, 7 days per week, if necessary. After hours service representatives are required to be on-site within four (4) hours after service call is placed, unless third shift, and then it would be six (6) hours after service call is placed. These costs will be in addition to standard maintenance costs.

2.2.7. Contractor shall cover up to three (3) elections during a one-year calendar term. Coverage for 90-day period around each election, beginning 60 days prior to the election and concluding 30 days after the election.

2.2.7.1. Forty (40) weekday election support shifts: Monday through Friday, 7:00 AM – 5:00 PM.

2.2.7.2. Six (6) weekend day election support shifts: schedule to be determined by County.

2.2.8. Contractor must also provide comprehensive on-site technical support during busy election periods; County at minimum will provide a 10-day notice of an election period.

2.2.9. Contractor shall provide on-call support, with the ability to increase to on-site support during high volume periods. Pricing shall include standard on-call support with a four (4) hour response time, and on-site support for monthly periods.

2.2.10. Telephone support will be available on a 24-hour basis, seven days a week for all equipment maintenance.

3. Contractor Responsibilities

3.1. Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.

3.2. Contractor shall provide a dedicated account manager/sales representative and/or inside customer service representative knowledgeable of the Contract products, to efficiently answer all County questions/inquiries. Contractor account manager/sales representative shall be available during regular business hours to assist County with placement of orders, follow-ups and any other areas requiring assistance within the realm of their responsibility.

3.3. Contractor shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents within County Property caused by Contractor.

3.4. Contractor's equipment shall perform, in terms of quality, functionally, and reliability, at the end of the agreement as it performed at the beginning of the agreement.

3.5. Contractor will conduct periodic service reviews with the County to evaluate the County's satisfaction with service provided.

3.6. Contractor will observe County policies and procedures while present on the County's premises.

4. Hardware Maintenance and Repair

4.1. Service and maintenance for all DMT equipment will be provided by Contractor's Customer Service Representative (CSR) or other specialist when required.

4.2. Contractor shall be required to perform all service and maintenance on site unless the County has granted written permission to remove equipment from site.

- 4.3. Contractor will be required to maintain on our site, any standard consumables and replacement parts of all routine replacement items. In addition, Contractor must have access to any replacement parts within 12 hours to service the machines listed.
- 4.4. Contractor must respond to any technical difficulties that can't be resolved through normal service channels to escalate, involve, and/or include interaction with technician support specialists related to the issue.
- 4.4.1. Contractor shall follow the escalation process (Attachment C) to address the issue(s).
- 4.4.2. At the County's discretion, a solutions specialist may be requested to troubleshoot any unresolved issues through normal support channels.
- 4.5. Support must be integrated so that if support is needed on a component that has an impact on other components, the hotline is capable of providing support on those components as well.
- 4.6. Contractor must immediately update the County upon any organizational changes that impact support. A detailed list of contact information related to the escalation process must be supplied to County and current at all times.

5. Service Calls

- 5.1. Service calls made by the County must be acknowledged within one (1) hour. Contractor must provide system certified, on call technical support with a four (4) hours (or less) response time.
- 5.2. The service representative shall leave with the County a dated written report indicating the service performed. Report must be signed by the County employee in charge of the machine. If Contractor cannot complete all services within this time, the Contractor must provide a progress report of the repair to the County.

6. Technical Support

- 6.1. Technical support for all components, including software, must be available Monday through Friday 7:00 AM – 5:00 PM.
- 6.2. Contractor shall be required to provide the County with a technical support number to personnel knowledgeable of the County's specific installation of the software.
- 6.3. Additional pricing shall be itemized for nights (after 5:00 PM), weekends, and County holidays specified below:

New Year's Day	Martin Luther King, Jr.'s Birthday	Lincoln's Birthday
Washington's Birthday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving	Christmas Day

- 6.4. Contractor shall provide technical assistance in the operation and maintenance of machines on request. Such assistance shall be available within 24 hours and without additional cost.

- 6.5. Contractor shall provide technical assistance and training, as stated in Section 10 Training, to the County including assistance in paper selection, problem solving, machine operation, etc.
- 6.6. Contractor must have ready access to manufacturer's technical resources for problems that are beyond the capabilities of the Contractor's service staff.

7. Preventative Maintenance

- 7.1. Preventive maintenance (PM), as requested by the County, will be based upon the specific needs of the machine as determined by the Contractor according to manufacturer's manual. The cost for preventative maintenance will be included in the quoted costs listed in the contract.
- 7.2. Each PM must be performed according to servicing guidelines established by the proposed manufacturer, herein referred to as Attachment B.
- 7.3. Contractor is required to give the County a minimum of five (5) days' notice, or schedule a mutually agreed upon time, for all scheduled PM.
- 7.4. Contractor shall inform County of the timing and nature of preventative maintenance required, and the parties shall mutually agree on a scheduled time to perform the preventative maintenance.

8. On-Site Remedial Maintenance (Election Period)

- 8.1. During each election, the Contractor will provide a CSR onsite at the ROV to oversee two (2) vote by mail ballot processing for a 90-day period, beginning 60 days prior to the Election Day and concluding 30 days after the Election Day. The specific timeline will be set by the County, and the County will provide an election schedule to the Contractor a minimum of ninety (90) days in advance.
- 8.2. The CSR will be responsible for preparing the equipment for processing prior to each election, maintaining the System during elections (including ordering and installing any required parts and supplies) and testing the System to operate correctly.
 - 8.2.1. The CSR will check in with County on-site lead/manager and directly communicate any issues or work plans for the day.
- 8.3. Onsite Remedial Maintenance and service for all DMT equipment will be provided for a maximum of forty (40) weekday shifts Monday through Friday, 7:00 AM – 5:00 PM, and six (6) weekend day shifts with schedules to be determined by the County. The County is entitled to one (1) eight-hour shift per day. Should service be required beyond the forty-six (46) shifts included in this contract, the billable rate for off shift service is included in the price reflected in Attachment D.
- 8.4. During the 90-day election period, the Contractor will respond quickly to the County's request to provide off-shift staffing. When feasible during the 90-day election period, the County will

provide 24 hours' prior notice, however for emergency situations the Contractor agrees provide staffing in the timeframe as required by the County.

- 8.5. Contractor agrees that during each election period, commencing with one (1) week prior to the beginning of the first operation of vote by mail ballot processing to one (1) week after completion of the final operation of vote by mail ballot processing, Contractor's response time shall be within two (2) hours of request by County and Contractor shall correct, test, and ensure the System is fully functional within 24 hours of first report by the County of any Hardware, Software, or System problems.

9. On-Site Remedial Maintenance (Non-Election Period)

- 9.1. The County will provide two (2) weeks prior notice for additional shifts or off-shift staffing to Contractor.
- 9.2. For emergency service calls, Contractor's response time will be within four (4) hours of County's request, and Contractor shall correct, test, and ensure the System is fully functional within 48 hours of first report by the County.

10. Training

- 10.1. An operator training program must be provided by the Contractor. The result of this training will be that the all requested County staff, being trained will have the sufficient knowledge required to operate the equipment in a competent manner as regarded by the manufacturer and the County staff or County staff supervisor.
 - 10.1.1. This training shall be completed for all requested County staff, for each election period.
 - 10.1.2. The training will enable operators to operate all components of the System effectively, efficiently and without damage to the ballots or equipment itself. Training is limited to ten (10) people per year.
- 10.2. Ongoing training shall be provided to County staff, upon request, at the rates provided in Attachment D.

11. Software Support

- 11.1. Software upgrades that curtail existing functionality must be approved, in writing, by the County prior to installation.
- 11.2. Contractor software, which is compatible to the County operating system software, is required to be available to the County, even if that software is revised or replaced by either party during the contract period.

12. Parts, Supplies, and Consumables

- 12.1. Contractor shall work closely with the County to determine the products to stock in inventory based on usage, fleet size, critical parts, turn-around-time, or any other contributing factor applicable.
- 12.2. Contractor shall notify County in writing at least thirty (30) days prior to discontinuance and/or replacement of any product listed under this Contract. If a manufacturer makes any change to a contracted item, which does not affect the Contract price, County has the right to accept or reject its replacement. No Amendment shall be required.
- 12.3. Contractor shall not substitute any items without the written consent of the County Project Manager Substitute must meet or exceed product specifications on Contract.
- 12.4. Contractor shall provide a copy in form of an order slip, packing slip, bill of lading, or invoice with all shipments detailing order. All products delivered must be properly labeled, detailing product and quantity shipped and must be accompanied by its MSDS information. Each container shall be clearly labeled as to its contents and shall include all appropriate MSDS information on labeling.

Note: Any product delivered without the proper labeling and/or product sheet(s) may be rejected upon such delivery, at the expense of the Contractor.
- 12.5. Contractor shall make delivery arrangements directly with the County. Deliveries are expected to be made in full. Approval for delivery of partial or incomplete orders shall be obtained prior to delivery from the County. Partial deliveries without approval may not be accepted and any charges incurred shall be the responsibility of the Contractor.
- 12.6. Included Parts, Supplies, and Consumables
 - 12.6.1. All parts, material and labor required for any maintenance of the equipment will be included at no additional charge to County, with the exception of consumable items such as printer ink. Parts will be new or “as new.” County will not incur service charges for service resulting from a failure of “as new” parts for a period of thirty (30) days following the date of installation.
 - 12.6.2. Contractor shall not charge the County for emergency order requests which must be delivered to the location specified in the order by next business day, including after hours, weekends and holidays.
- 12.7. Non-Covered Supplies and Consumables
 - 12.7.1. Miscellaneous consumables such as ink cartridges and sorter cards not included in the annual costs listed in Attachment D can be ordered off this Contract through phone, email, and directly through Contractor’s website on an as needed basis by the County.

ATTACHMENT B
Sorters, Inserter, and Inkjet Addressers Preventative Maintenance Schedules

VANTAGE MAIL SORTING SYSTEMS

Sorter Preventative Maintenance Checklist

This check list is based on a 100,000 piece daily volume and a 6 day work week with a VideoJet printer. Based on a standard transport. Adjust intervals as needed.

Daily cleaning- by County Operator, Contractor will assist when onsite

Inspect VideoJet printers for proper operation
 Verify the transport top deck and elevator are clean
 Check the sensors in the transport and elevator for looseness or damage
 Inspect the Double Detect and camera platen areas for debris
 Dust the camera (with dry air only at very low pressure)
 Wipe off the barcode verifier front platen and lens of any ink or paper dust
 Run the Go no Go utility two (2) times

Every two days

Inspect the blue separator belts and replace them every 4-4.5,000,000 mail pieces or if more that 75% worn
 Inspect the feeder belts. Rotate or replace them if needed. Possible interval is 1.3-1.5 million mail pieces
 Check fluid levels of the printers. Replace if needed
 Complete the daily list

Weekly PM by County Operator, Contractor will assist when onsite.

Use the Task list as a guide to the maintenance services
 Add 1 drop of light oil to the Separator needle bearing and wipe off excess oil from the top plate
 Vacuum computer bay area and inside the module cabinets
 Check the OCR and SIM cabinet filters. Clean or replace if needed.
 Check function and clean cabinet fans in the Feeder/OCR and SIM Modules
 Inspect system fan and filter (OCR and SIM sections)
 Vacuum and inspect the stacker sections Look for worn belts and bearings
 Wipe off the sensors in the stacker sections
 Verify operation of the Array, Camera platen and Double Detect puffers
 Clean the E-mill fine filter (selective opener only)
 Inspect the E-mill drive belt and sensor (selective opener only)
 Check the VideoJet printer pressure for correct setting. Adjust if needed
 Check the VideoJet printer break off for correct calibration. Adjust if needed
 Inspect the Feeder Drive belt for wear. Loosen securing bolts and retention the belt.
 Inspect the Take Away NIP drive belt for ware. Loosen securing bolts and retention the belt
 Complete the daily cleaning lists

Monthly PM

Every 15,000,000 mail pieces follow monthly PM procedures
 Remove Green belts and check all bearings and hubs. Replace any worn parts. Scrape/clean debris stuck to the rollers in the mail path.
 Inspect the green belts in the transport and elevator and replace as needed

Replace Green belts every 30-45,000,000 mail pieces.

Inspect the TakeAway NIP drive pulleys and Feeder motor pulleys for wear. Replace if there are signs of sharp worn teeth

Replace the double sided timing belt for the Take Away NIP every 40-75,000,000 mail pieces (p/n 566-5014) Inspect Top deck panther belts. Replace any with excessive wear.

Inspect the transport motor drive panther belts, replace if glazed or damaged

Inspect the belts in the stacker sections and pockets. Replace as needed

Inspect and check the Light Line calibration with alignment card. Adjust if needed

Check the camera alignment with the alignment card, adjust if necessary Inspect Take Away Nip and compliant rollers on the SIM, replace as needed Test all systems in the stacker:

(Diverters, pocket clutches, push buttons, pocket full switches, LCD's, tray tag printers & Estops) Clear out the jobs in the computer and move them to a backup folder

Check the battery and function of the UPS. Complete the weekly PM list

Quarterly PM

Inspect the UHMW feeder platen. Replace if worn.

Replace the motor drive belts for the Feeder, Take Away NIP and Hopper motor drive. Inspect the Hopper bearings, mounts and motor for wear. Replace any worn out parts Inspect all motor drive belts (panther belts) replace if frayed or cracked

Clean tray tag printers with the cleaning pen

Inspect the system fans for play or vibration. Replace if worn. Complete the items in the monthly PM list

Annual PM

Remove all old files from computers. Run the disk Clean and Defrag utilities

Remove all computers in the transport, open the case and blow out dust

Re clone the backup drives

Complete the steps in the quarterly PM list

MAILSTREAM PRODUCTIVING SERIES INSERTER

DMT MPS Machines with HPI Input Weekly Inspection and Maintenance Checklist

The purpose of a preventative maintenance system:

1. Maintain machine performance at peak productivity
2. Identify and correct potential issues before they degrade productivity
3. Minimize repair costs

Weekly PM Procedures during elections:

- Print a Direct Reports 'Top 10 Error' Report for this machine. Determine machine problem areas.
- Schedule a minimum of two hours with the Discover supervisor.
- Start a PM Coversheet
- Initial the PM checklist items that are completed
- Understand the purposes of two 'notes' sections:
 - The notes section of the 'Coversheet' is used to track events related to gaining access from, and returning the machine to the customer
 - The notes section of the 'Checklist' is used to track issues effecting machine performance including unresolved issues.
- Complete the PM Coversheet including customer sign off
- Attach the cover sheet and the Top 10 Report to the checklist and place it in the completed area of the PM box

Online Actions:

Checklist items that can be completed while the machine is live

- Observe operation of each section of the machine noting unusual sounds, vibrations and operation
- Wipe down covers
- Lubricate V-bin wall bushings, and gate pivots
- Lubricate MOS roller pivot points
- Clean computer filters
- _____ Print an Alarm Summary for this machine
- _____ Clean all covers
- _____ Vacuum or blow out all section

UNWINDER:

- _____ Inspect main drive belt and dancer assembly belt
- _____ Inspect the pneumatic mandrel and gears

CUTTER:

- _____ Inspect slitler/exit roller and blade bearings for binds
- _____ Blow-out debris from behind the slitters
- _____ Inspect and lubricate the slitters
- _____ Inspect all rollers, pulleys, belts and o-rings
- _____ Inspect the blade connecting rod for play

FIM:

- _____ Inspect the blue belts

- _____ Inspect drive belts, pulleys and rollers

RAT:

- _____ Inspect all belts, rollers and bearings
- _____ Inspect and clean the upper arm belts
- _____ Inspect the RAT tubes

HPI ACCUMULATOR:

- _____ Inspect the blue belting
- _____ Inspect and clean the high speed nip rollers
- _____ Inspect and clean the ramp rollers and exit rollers
- _____ Inspect and clean the orange belt
- _____ Clean excess toner from the upper and lower decks

FOLDER:

- _____ Inspect the folder rollers
- _____ Inspect the buckle chutes
- _____ Inspect drive chain and pulleys
- _____ Inspect the bearings and shafts

CHASSIS:

- _____ Inspect the pusher belts
- _____ Inspect all rollers, straps, belts and bearings
- _____ Clean the computer filters

FRICION FEEDERS:

- _____ Inspect the belts
- _____ Inspect the separator roller and clean as needed

ENVELOPE FEEDER:

- _____ Inspect the envelope hopper and paddle
- _____ Inspect the stripper bar
- _____ During testing, inspect hopper for excessive vibration

ENGINE and DRUM:

- _____ Inspect and clean the feed head pad
- _____ Inspect and clean the double detect bearing and hub
- _____ Inspect all drive belts, pulleys, bearings
- _____ Inspect and clean all rollers and trucks
- _____ Inspect the horns, backstops and overhead pushers
- _____ Inspect the sucker cups
- _____ Clean the sucker filters
- _____ Inspect, clean and lubricate the flapper
- _____ Clean glue from the pocket and arming areas
- _____ Inspect the spur gears for wear and backlash
- _____ Inspect the vacuum deck belts and clean as needed
- _____ Inspect and lubricate the vacuum deck exit rollers

- _____ Inspect the drum belts and jack shaft

OUTPUT:

- _____ Clean the sealer brush
- _____ Inspect the aligner wall belt and aligner balls
- _____ Clean the glue and ink from the deck and rollers
- _____ Inspect and lubricate the MOS roller pivots
- _____ Inspect the v-bin gates and wall bushings lubricate as needed
- _____ Clean the sealer pump filter
- _____ Clean both of the Becker pump filters

Weekly PM Completion:

- Top 10 Errors report attached
- Cover sheet completed and attached
- All Checklist items signed off
- Notes sections completed
- Parts recorded on the Blackberry and call completed
- Service ticket completed
- Completed Weekly PM paperwork placed in the PM box
- Required signatures obtained

ATTACHMENT C
24/7 Support Escalation Process

During Pre-Established Support Periods

- If technician is onsite
 - Onsite technician is notified and attempts to resolve the issue
 - If onsite technician is unable to solve the issue within 1 hour, onsite technician contacts support supervisor to request additional resources
 - If onsite technician requires software support or other assistance, onsite technician contacts appropriate, additional support personnel
 - Explanation of resolution of all issues reported to onsite county personnel
- If technician is offsite
 - County personnel contacts pre-established after hours contact provided by Contractor
 - After hours support technician arrives at County location within 1 hour of receiving phone call
 - If onsite technician is unable to solve the issue within 1 hour, onsite technician contacts support supervisor to request additional resources
 - If onsite technician requires software support or other assistance, onsite technician contacts appropriate, additional support personnel
 - Explanation of resolution of all issues reported by contractor to onsite county personnel

During Non-Established Support Periods

- Call is made to pre-established contact for a support representative provided by Contractor
- Call is acknowledged by Contractor within 1 hour
- If onsite support is required
 - A support technician arrives within four hours of call acknowledgement
 - If onsite technician is unable to solve the issue within 1 hour, onsite technician contacts support supervisor to request additional resources
 - If onsite technician requires software support or other assistance, onsite technician contacts appropriate, additional support personnel
 - Explanation of resolution of all issues reported to onsite county personnel
- If remote software support is sufficient
 - A software support technician contacts County within four hours of call acknowledgement
 - If software support technician is unable to solve the issue within 1 hour, software support technician contacts support supervisor to request additional resources
 - If software support technician requires other assistance, software support technician contacts appropriate, additional support personnel
 - Explanation of resolution of all issues reported to county personnel

ATTACHMENT D Compensation/Payment

A. Compensation

This is a Fixed Fee Contract between the County and the Contractor for Hardware Maintenance on DMT Sorters, Inserter, and Server and Software Licensing and Maintenance for the County of Orange in the amount **not to exceed (NTE) \$961,142.46**, as further described in this Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.

B. Fees

Contractor shall provide additional service and maintenance coverage as an option for additional coverage as the County sees necessary.

1. Additional Services Requests:

- Additional shifts over 46 shifts are billable at the following rates:
 - Monday - Friday (business hours 8:00 AM – 5:00 PM): \$1,000.00 per shift
 - Monday - Friday (non-business hours 5:00 PM – 12:00 AM): \$1,100.00 per shift
 - Weekend day (business hours 8:00 AM – 5:00 PM): \$1,300.00 per shift
 - Weekend evening (non-business hours 5:00 PM – 12:00 AM): \$1,300.00 per shift
- Service labor outside of election coverage is billable at prevailing rates.

2. Additional Training Requests:

- The rate is \$4,000 per training class plus travel and expense, the class will be Monday – Friday during normal business hours.

3. Any additional support services not specified in this Attachment D can be ordered off this Contract with written quote provided by Contractor and approved by the County.

4. Any miscellaneous non-covered consumable not specified in this Attachment D can be ordered off this Contract with written quote provided by Contractor or published rate from Contractor's website (<https://www.bluecrestinc.com/shop/>).

County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Annual Hardware Maintenance for 2 Sorters, 1 Inserter, and Server (System) (includes Embedded Software)	Model/Serial STV1-0004215 STV1-0004155 Y507-1742358		Year One 8/12/21 – 8/11/22	Year Two 8/12/22 – 8/11/23	Year Three 8/12/23 – 8/11/24	Year Four 8/12/24 – 8/11/25	Year Five 8/12/25 – 8/11/26
Onsite Equipment Maintenance includes up to 40 weekday and 6 weekend day shifts			\$62,818.67	\$64,703.23	\$66,644.32	\$68,643.65	\$70,702.96
TOTAL HARDWARE MAINTENANCE			\$62,818.67	\$64,703.23	\$66,644.32	\$68,643.65	\$70,702.96
Annual Software License and Maintenance	License / Subscription	Maintenance	Year One 8/12/21 – 8/11/22	Year Two 8/12/22 – 8/11/23	Year Three 8/12/23 – 8/11/24	Year Four 8/12/24 – 8/11/25	Year Five 8/12/25 – 8/11/26
Inserter:							
Embedded Software	Perpetual	Included in hardware maintenance					
Sorters:							
Vantage Software	Perpetual	Annual Software Maintenance	\$15,913.50	\$16,390.91	\$16,882.64	\$17,389.12	\$17,910.79
Absentee Ballot Data Capture & Integration	Annual	Included in Vantage Software					
Local Image Archiving	Perpetual	Included in Vantage Software					
Code X WABCR	Perpetual	Included in Vantage Software					
Relia-Vote licensed software	Annual	Annual Software Maintenance	\$15,969.12	\$16,448.19	\$16,941.64	\$17,449.89	\$17,973.39
Server:							
Stratus Server Software	Annual		\$15,701.32	\$16,172.36	\$16,657.53	\$17,157.26	\$17,671.97
TOTAL SOFTWARE LICENSE AND MAINTENANCE			\$47,583.94	\$49,011.46	\$50,481.81	\$51,996.26	\$53,556.15
Annual Hardware Maintenance and Software License and Maintenance			Year One 8/12/21 – 8/11/22	Year Two 8/12/22 – 8/11/23	Year Three 8/12/23 – 8/11/24	Year Four 8/12/24 – 8/11/25	Year Five 8/12/25 – 8/11/26
GRAND TOTAL			\$110,402.61	\$113,714.69	\$117,126.13	\$120,639.92	\$124,259.11
Additional Services & Miscellaneous Non-Covered Consumables as detailed in Paragraph B (above)			Year One 8/12/21 – 8/11/22	Year Two 8/12/22 – 8/11/23	Year Three 8/12/23 – 8/11/24	Year Four 8/12/24 – 8/11/25	Year Five 8/12/25 – 8/11/26
Additional Services & Training as needed			NTE \$50,000.00	NTE \$50,000.00	NTE \$50,000.00	NTE \$50,000.00	NTE \$50,000.00
Miscellaneous Non-covered Consumables as needed			NTE \$25,000.00	NTE \$25,000.00	NTE \$25,000.00	NTE \$25,000.00	NTE \$25,000.00
Annual Hardware Maintenance and Software License and Maintenance			Year One 8/12/21 – 8/11/22	Year Two 8/12/22 – 8/11/23	Year Three 8/12/23 – 8/11/24	Year Four 8/12/24 – 8/11/25	Year Five 8/12/25 – 8/11/26
NOT TO EXCEED (NTE) GRAND TOTAL			\$185,402.61	\$188,714.69	\$192,126.13	\$195,639.92	\$199,259.11

- C. **Payment Terms:** Invoices are to be submitted in arrears to the user agency/department to the billing address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be quarterly in arrears, net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- D. **Tax-Payer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

- E. **Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County Agency/Department
4. Contract number (MA number)
5. Order Date
6. Product/service description, quantity, and prices
7. Sales tax, if applicable
8. Contractor's Federal Tax ID number
9. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. Invoice and support documentation are to be sent to:

OC Registrar of Voters
Attn: Accounts Payable
PO Box 11298
Santa Ana, CA 92711