

**MASTER AGREEMENT MA-031-20010105  
FOR SOFTWARE, FIRMWARE AND HARDWARE  
MAINTENANCE, SUPPORT, AND SERVICES OF  
HART INTERCIVIC, INC. VOTING SYSTEM**

This Agreement, 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 Hart InterCivic, Inc., with a place of business at 15500 Wells Port Drive, Austin Texas 78728; hereinafter referred to as “Contractor,” which are sometimes referred to as “Party”, or collectively as “Parties.”

**RECITALS**

**WHEREAS**, Contractor responded to a Request for Proposals (RFP),” for Voting Systems; and

**WHEREAS**, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the Scope of Work; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**DEFINITIONS**

**Definition, Acronyms, and Abbreviations:** Unless otherwise specified, the following capitalized terms shall be given the meanings below:

- a. **Commercial Software** – third party Software developed or regularly used that is not Hart Proprietary Software and: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- b. **Deliverables** – Goods, Software, Information Technology, telecommunications technology, hardware, and other items (e.g., reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services described in the Scope of Work.
- c. **Goods** – All types of tangible personal property, including, but not limited to, materials, supplies, and equipment (including computer and telecommunications equipment).
- d. **Hardware** – A complete, inclusive term to represent all hardware items provided by the Contractor. This includes any voting device, accessory to voting device, DRE, ballot-marking device, card programming device, and other hardware.
- e. **Hart Hardware** – means Contractor provided Hardware not including Third Party Hardware.
- f. **Hart Proprietary Software**– means Contractor provided Software that does not meet the definition of Commercial Software.

- g. **Information Technology** – Includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.
- h. **Intellectual Property Rights** – Intellectual property rights as may exist anywhere in the world, including without limitation rights in trade secrets, trademarks, copyrights, and patents.
- i. **Services** – The work to be performed by Contractor under this Contract as stated in Attachment A.
- j. **Software** – An all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor.
- k. **Third Party Hardware** – Hardware, which is which is provided by Contractor that was not developed, manufactured or assembled by Contractor.
- l. **Verity Software** – Commercial Software and Hart Proprietary Software.
- m. **Verity System** – The voting system comprised of Hart Hardware, Hart Proprietary Software, Commercial Software and Third Party Hardware.

## 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. No exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by both parties in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by a party's employee or agent, including but not limited to installers of software, shall not be valid or binding on a party unless accepted in writing by such party's authorized Purchasing Agent or designee. The use of preprinted customer forms, such as purchase orders or acknowledgments, in connection with the Contract is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect.
- 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 both parties 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. During the period for inspection and acceptance testing as specified in Paragraph 38, 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 in such order already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery with respect to a given delivery phase shall not be deemed to be complete until all goods or services pertaining to that phase have actually been received and accepted in accordance with Paragraph 38.

**F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) except as set forth in Section 38 below, acceptance shall not be deemed complete unless in writing, and 2) payment shall be made in arrears after acceptance. Upon County's acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Article G below.

**G. Warranty:**

1. Unless Otherwise specified in the Statement of Work and unless the Agreement is terminated for uncured failure to pay for the applicable Goods (in which case the warranty shall terminate as of termination of this Agreement), the warranties in this subsection G begin upon delivery of the Goods or services in question and continue for one (1) year.

The Contractor warrants that (i) the Hart Hardware furnished hereunder will substantially conform to the performance specifications in the Verity System Operator's Manuals for the Hart Hardware applicable at the time of the installation and (ii) the Hart Hardware will be free from material defects in materials and workmanship. Where the Contract calls for delivery of Hart Proprietary Software, the Contractor warrants that such Software will perform in substantial accordance with the then-current functional specifications described in its accompanying documentation. The County's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

The Contractor warrants that Hart Hardware and Hart Proprietary Software furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any Intellectual Property Rights, provided that Contractor's sole obligation with respect to a breach of (ii) and County's sole and exclusive remedy is indemnification for third party claims in accordance with Article Z. Without limiting the generality of the foregoing, if harmful code is present in any Software delivered hereunder, the Contractor will, upon the County's request, provide a new or clean install of the Software.

Contractor will, at its sole discretion, replace or repair any Hardware that does not comply with this warranty, at no additional charge to County. Contractor may elect to conduct any repairs at County's site, Contractor's facility, or any other location specified by Contractor. Any replacement Hardware provided to County under this warranty may be new or reconditioned. Contractor may use new and reconditioned parts in performing warranty repairs and building replacement products. If Contractor repairs or replaces Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hardware. Contractor owns all replaced Hardware and all parts removed from repaired products. The Hardware warranty does not cover any Hardware that has had the original identification marks and/or numbers removed or altered in any manner. The Hardware warranty does not include any type of routine maintenance service or preventative maintenance service. This warranty may be extended after the initial period under separate Extended Hardware Warranty agreements.

The County must report a failure to conform to the Hart Proprietary Software warranty in writing. Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software.

To request warranty service for Hardware or Hart Proprietary Software, County must contact Hart in writing within the warranty period. County acknowledges and agrees that the warranties in this Paragraph G are contingent upon and subject to County's proper use of the Verity System and the exclusions from warranty and support coverage set forth below.

2. Unless otherwise specified in the Scope of Work:

The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption or that all errors or defects will be corrected.

The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the County or third parties, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the County.

3. Additionally, the warranties under this Paragraph F.3 and Software Support do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) County's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) use of equipment or software not supplied or authorized by Contractor; (d) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (e) failure to maintain proper site specifications and environmental conditions; (f) negligence, accidents, abuse, or neglect (g) use in a manner not authorized by this Contract or use inconsistent with Contractor's specifications and instructions; (h) use of software on Equipment that is not in good operating condition; (i) negligent acts of County, its agents, servants, employees, or any third party; (j) servicing or support not authorized by Contractor; or (k) Force Majeure. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the County's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Contractor will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Contractor will also not be responsible for the proper operation of any Software running on County's computer equipment, should County install a new computer operating system on said equipment without advising Contractor of such changes and receiving Contractor's written approval. Contractor will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the County requests Contractor's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Contract. Contractor reserves the right to charge for repairs on a time-and-materials basis at its then-prevailing rates, plus expenses, and for replacements at its list prices caused by these exclusions from warranty and support coverage

a. CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND COMMERCIAL SOFTWARE, IF ANY, PROVIDED BY CONTRACTOR TO COUNTY, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSSED

TO COUNTY “AS IS,” OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. CONTRACTOR HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE AND COMMERCIAL SOFTWARE, IF ANY, PROVIDED BY CONTRACTOR’S DISTRIBUTORS OR OTHER THIRD PARTIES TO COUNTY. Where the Contractor resells Commercial Software or Third Party Hardware it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the County on a non-exclusive basis without recourse to Contractor, will reasonably cooperate in enforcing them, and shall facilitate the available remedies with the third party provider. County agrees to look solely to the warranties and remedies, if any, provided by the third-party provider. Such warranty pass-through will not relieve the Contractor from Contractor’s warranty obligations set forth above

4. All warranties shall inure solely to the County, its successors, and assigns.

Except as may be specifically provided in Attachment A, Scope of Work or elsewhere in this Contract, for any breach of the warranties provided in this Paragraph G.4, the County’s exclusive remedy and the Contractor’s sole obligation will be limited to:

- a. re-performance, repair, or replacement of the nonconforming Deliverable or service.
  - b. If Hart Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the County’s location due to the County’s or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Contractor will determine the feasibility and cost of the required changes and advise the County of the total amount due for those Hart Hardware changes. Upon written approval to move forward with the changes and receipt from the County of the stated fees, Contractor will complete the required changes to the County’s Hart Hardware.
5. Except for the express warranties specified in this section, the contractor makes no warranties either express or implied and disclaims all implied warranties, including without limitation any implied warranties of merchantability or fitness for a particular purpose.

**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 it shall indemnify, defend and hold County and County indemnitees harmless from any and all such claims in accordance with the more specific requirement contained in paragraph “Z” below.

**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. 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. Notwithstanding the foregoing, no consent is required in connection with any assignment by Contractor to an affiliate or in connection with any merger, reorganization, consolidation, amalgamation, sale of assets or similar transaction, except where the transaction results in headquarters of the Contractor, or its parent or holding company, being located in a country that is subject to export or import controls as listed in 15 CF Part 740, Supplement 1, Country Group D or E.

In such case, the County may require consent, which shall not be unreasonably withheld, conditioned or delayed.

- 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 a material breach of contract, misrepresentation or fraud on the part of the Contractor.
- 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 Warranty:** Contractor shall warrant all work under this Contract in accordance with Paragraph G above. 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, and 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 each case connection with Contractor's performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

**O. Insurance Provision:**

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:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
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 and Privacy Liability *	\$1,000,000 per claims made

Technology Errors and Omissions*	\$1,000,000 per claims made \$1,000,000 aggregate
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### **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 0012, CA 00 20, or a substitute form providing coverage at least 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, agents and employees* 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, agents and employees* 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, agents and employees 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 Professional Liability, 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. (Only include this provision when Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability Insurance are required.

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 0001 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 In 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 where consent is required, and the County agrees to an assignment of the Contract, the assignee shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them in accordance with 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 nor deemed to have violated its obligations under the Contract during or as the result of any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike 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 commercially reasonable and available remedies.

**S. Confidentiality:**

**1. 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.

**2. Contractor Information**

(a) Confidentiality. To the extent allowed by the California Public Records Act, Government Code §6250, et seq., County will keep in confidence and protect Contractor Confidential Information from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. "Contractor Confidential Information" means any information related to Contractor's business or the Verity System, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Contractor Confidential Information includes, without limitation, all Verity Software, the documentation and support materials, and the terms and conditions of this Contract. Contractor Confidential Information will be deemed to exclude any particular information that, as evidenced by written documentation: (1) is already known to County without restrictions at the time of its disclosure by Contractor or a third party; (2) after its disclosure by Contractor or a third party, is made known to County without restrictions by a third party having the right to do so; (3) is or becomes publicly known without violation of this Agreement or any other confidentiality obligation; or (4) is independently developed by County without reference to Contractor Confidential Information. Except to the extent otherwise required by applicable law, County will keep in confidence and protect Contractor Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Contract. County shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Verity System and the other Contractor Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Contract. County shall keep the Verity Software and all tapes, diskettes, CDs, and other physical embodiments of them, and all copies thereof, at a secure location and limit access to those employees who must have access to enable County to use the Verity Software.

(b) Return of Confidential Information. Upon termination or expiration of this Contract or, if earlier, upon termination of County's permitted access to or possession of Contractor Confidential Information, and except as otherwise permitted by any surviving license, County shall return to Contractor all copies of the Contractor Confidential Information in County's possession (including Contractor Confidential Information incorporated in software or writings, electronic and hard copies). Upon any termination of County's license or sublicense of Verity Software, County shall immediately discontinue all use of the Verity Software and return to Contractor or destroy at Contractor's option,

the Verity Software, including firmware (and all related documentation (electronic and hard copy)) and all archival, backup, and other copies of Verity Software, including firmware, and documentation, and provide certification to Contractor of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices. County will inform its employees and other agents and contractors of their obligations under this Section and shall be fully responsible for any breach thereof by such personnel. The parties agree that a material breach of the confidentiality provisions of this Contract or restrictions set forth herein would cause irreparable injury to Contractor for which monetary damages alone would not be an adequate remedy, and therefore Contractor shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

(c) Public Records Act Requests. Contractor acknowledges that, pursuant to California law, all information contained in this Agreement is public record subject to disclosure to any member of the public who requests it. The County will attempt to notify Contractor if disclosure is requested of information that Contractor has indicated is Contractor Confidential Information, to give Contractor an opportunity to seek a court order prohibiting disclosure of such information. However, due to the short statutory time period of the County's responses to request for public records, the County will be able to give Contractor only a short period of time in which to seek such a court order before the County will be required to disclose the requested information. Further, it is Contractor's responsibility to assert that information Contractor believes is Confidential Information should not be disclosed; the County will not make such a claim for Contractor, but will obey a valid court order obtained by Contractor prohibiting disclosure of such information.

- T. Compliance with Laws:** Contractor covenants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all local, state and federal 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 third party liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight:** Prior to County's receipt 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 effect 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, which approval may not be unreasonably withheld or delayed, 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 third party claims, demands or liability of any kind or nature, 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. As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Contractor may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for County or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Contractor, any applicable Software license and its charges will end, County will cease using the applicable Hart Hardware and Hart Proprietary Software, County will return to Contractor all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and County will certify in writing to Contractor that such return or destruction has been completed. Upon return or Contractor's receipt of certification of destruction, Contractor will give County a credit for the price paid to Contractor for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence This Paragraph states Contractor's entire liability and County's sole and exclusive remedies for infringement and other violations of intellectual property rights.

**AA. Audits/Inspections:** 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 for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records 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 related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement 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 Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. 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 goods from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Contract Term:** This Contract shall commence upon execution of all necessary signatures and continue for three calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph b below.
3. **Renewal:** This Contract may be renewed by mutual written 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. **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.
5. **Breach of Contract:** The material failure of either party 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 non-breaching party may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford the breaching party written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and if the breach is not cured within that time, terminate the Contract, provided that if such a notice is issued by Contractor within ninety days of a scheduled County election, then County has until forty-five days following the election to cure the breach and avoid termination by Contractor; no termination by Contractor can take place after a primary election until 45 days after the general election for the same calendar year.
  - b. In the case of breach by Contractor, discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

- c. In the case of breach by Contractor, offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above;
6. **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.
  7. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B, Cost/Compensation for Contract Services, as full remuneration for performing all services and furnishing all staffing and materials required for performance by the Contractor of all its duties and obligations hereunder.
  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 relatives; sub-tier Contractors; and third Parties associated with accomplishing work and Services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to 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’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, and fax communications while on County sites during the performance of work and services under this Contract.
  12. **Contractor Personnel Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
  13. **Contractor’s Project Manager and Key Personnel:** 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 and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time

lines. Key personnel are those individuals who report directly to the Contractor's project manager.

14. **County of Orange Child Support Enforcement [Within Ten (10) Days Of Notification Of Selection For Award Of Contract]:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
  - c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

15. **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.
16. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any federal department or agency. Where Contractor, as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid. Debarment, pending debarment, declared ineligibility, or voluntary exclusion from participation by any federal department or agency may result in the bid being deemed non-responsible.
17. **Default:** In case of uncured failure by Contractor to deliver goods ordered hereunder, the County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
18. **Disputes – Contract:** 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 Purchasing Agent by way of the following process:

- a. The Contractor shall submit to the agency/department assigned DPA 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.
  - b. 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.
  - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
  - d. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (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 either party's right to terminate the Contract for Breach of Contract pursuant to Paragraph 5 of the Additional Terms, or County's right to terminate for Convenience as stated in Paragraph K herein.
  - e. Nothing in this Section shall prohibit the parties from pursuing any other remedies at law, in equity or otherwise specified in this Contract.
19. **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:
- a. 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).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
    - i. Will receive a copy of the company's drug-free policy statement; and

- ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
  - d. 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:
    - i. The Contractor has made false certification, or
    - ii. The Contractor violates the certification by failing to carry out the requirements as noted above.
20. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 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.

21. **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 Contractor 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 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 without payment of additional compensation.
22. **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 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.

23. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
24. **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.
25. **Notices:** Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 calendar days after being mailed by U.S. 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.

**For Contractor:** Company Name: Hart InterCivic, Inc.  
Attn: CEO  
15500 Wells Port Drive  
Austin, TX 78728

**For County:** County of Orange  
Registrar of Voters  
Attention: Deputy Purchasing Agent  
1300 S. Grand Ave., Bldg. C,  
Santa Ana, CA 92705

26. **Ownership of Documents:** The County has permanent ownership of all outputs of the Verity System created in its operation by County All such documents, reports, and other incidental or derivative work or materials shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County.
27. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.
28. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within fourteen (14) calendar 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 and key personnel. Said approval shall not be unreasonably withheld.

29. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps, or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc. are to be administered only by the County unless otherwise agreed to by both Parties.
30. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
31. **Sub Contracting:** In the event that the Contractor is authorized by the County to subcontract pursuant to paragraph "T" above, this Contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this Contract. All subcontractor work must meet the approval of the County of Orange consistent with Section 38 below. The Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
32. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
33. **Waivers – Contract:** The failure of a party 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.
34. **Rights in Work Product:**
  - a. County acknowledges and agrees that the design of the Verity System, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, bug fixes, updates, trade secrets and material are the property of Contractor and its licensors. County agrees that the sale of the Hardware and license of the Verity Software does not, other than as expressly set forth herein, grant to or vest in County any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Contractor with respect to the Verity System, are the sole and absolute property of Contractor and its licensors. County shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or

de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Contractor. Further County shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Contractor user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, bug fixes, updates, and trade secrets developed by Contractor personnel (alone or jointly with others, including State) in connection with Confidential Information, Verity System, and Verity Software will be the exclusive property of Contractor and its licensors.

- b. County may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Contractor's property and are hereby assigned to Contractor. Contractor may include any such proposals, suggestions, or recommendations, solely at Contractor's option, in subsequent periodic Product updates, without restriction or obligation. Contractor is under no obligation to change, alter, or otherwise revise the Products according to County's proposals, suggestions, or recommendations.
  - c. If County possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity System, its method of operation, or any component thereof, County hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Contractor permitting Contractor to make, have made, use, and sell materials or services within the scope of the patent claims.
  - d. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the County may be used by either Party without obligation of notice or accounting.
  - e. This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the County pursuant to this Contract.
36. **Software License:** Contractor hereby grants to the County and the County accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable (other than for an uncured breach of subdivision (e) of Paragraph 36), royalty-free, non-exclusive, non-transferable (except as expressly permitted herein) license to use the Verity Software.
- a. The rights and restrictions set forth in this paragraph shall survive the expiration or termination of this Contract, provided that the license for a component of the Verity System shall not survive if this Contract is terminated by Contractor for an uncured breach by the County of its obligation to pay for the licensed component, which takes place prior to the County's payment of the Phase 4 deliverables minus any amounts withheld as retention. Notwithstanding the foregoing, in the event that Contractor terminates the Contract for breach or purported breach of a County payment obligation and the County disputes the basis for such termination, at County's request, Contractor will establish an account into which County shall fund any disputed payments, with the disbursement of funds to be resolved following resolution of the dispute. So long as the County works in good faith with Contractor with respect to escrowing such disputed funds, County's license will continue pending resolution of the dispute.
  - b. The County may use the Verity Software in the conduct of its own business, and any division thereof, to conduct elections.

- c. With this right to use, Contractor will provide County, and County will be permitted to use, only the run-time executable code and associated support files of the Verity Software for County's internal data processing requirements as part of the Verity System. The Verity Software may be used only on the Hardware comprising the Verity System or other computer systems authorized by Contractor in writing. County's use of the Verity Software will be limited to the number of licenses acquired by County. Only County and its authorized employees, agents or contractors may use or access the Verity Software. For applicable components, Voters are also authorized to interact with the Verity Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election.
- d. Compliance. Upon Contractor's written request, County shall certify as to its compliance with this Paragraph 36.
- e. Restrictions:
  - i. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Commercial Software and Third Party Hardware. To protect the integrity and security of the Verity System, County shall comply with the following practices and shall not deviate from them without the express written consent of Contractor: (i) County shall use the Verity Software and Hardware only in connection with the Verity System, and County may only use Contractor branded or approved peripherals and consumables with the Verity System.; (ii) County shall not install or use other software on or with the Hardware or Verity Software or network the Hardware or Verity Software with any other hardware, software, equipment, or computer systems; and (iii) County shall not modify the Hardware or Verity Software. If County does not comply with any provisions of this Section, then (i) the limited warranties and the licenses and sublicenses granted above will automatically terminate; (ii) Contractor may terminate its obligation to provide Software Support Services; (iii) Contractor will have no further installation obligations. Furthermore, if County uses the Verity Software and/or Hardware in combination with other software and equipment (other software or equipment being those not provided by Contractor or its designees), and the combination infringes Contractor proprietary patent claims outside the scope of the software license granted to County, Contractor reserves its rights to enforce its patents with respect to those claims.
  - ii. County shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Verity Software. County shall not use any Verity Software for application development, modification, or customization purposes, except through Contractor.
  - iii. County shall not assign, transfer, sublicense, time-share, or rent the Verity Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict County from contracting for election services for other local governments located within County's jurisdictional boundaries. County shall not modify, copy, or duplicate the Verity Software. All use of Verity Software and Hardware on which the Verity Software resides shall take place and be for activities within County's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Verity Software, in whole or in part, must contain all of Contractor's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Verity Software provided to County. County shall notify Contractor of the following: (i) the location of all Verity

Software and all copies thereof and (ii) any circumstances known to County regarding any unauthorized possession or use of the Verity Software.

**37. Protection of Proprietary Software and Other Proprietary Data:**

- a. The County agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the County's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The County agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b. The County will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c. The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data

**38. Acceptance:** An acceptance test shall be performed when new Verity System voting devices are received for the first time. An acceptance test includes an assessment of the basic physical condition of the Hardware of the Verity System, as well as Contractor's standard functionality tests and procedures designed to verify that the Verity System meets the requirements necessary to function within an election environment. A Contractor project manager will work with County election officials to prepare an acceptance testing plan appropriate to the County and to the types and quantity of equipment being implemented. County shall notify Contractor in writing of a failure to satisfy the applicable requirements within thirty (30) days of delivery. In addition, attachments hereto may allow for holdbacks of amounts otherwise due.

**39. Stop Work:**

- a. The County may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to forty-five (45) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the Parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this paragraph. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the Parties shall have agreed, the County shall either:
  - i. Cancel the Stop Work Order; or
  - ii. Terminate this Contract in whole or in part in writing as soon as feasible. County will provide thirty (30) days' advance notice of the termination of the Contract to Contractor if a Stop Work Order has been issued by County.
- b. If a Stop Work Order issued under this paragraph is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
- ii. The Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated, Contractor will be paid for accepted Deliverables, and for all work in progress properly performed in accordance with this Contract through the effective date of termination based on a reasonable percentage of completion.
- d. The County shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this paragraph.

**40. Software Escrow Agreement:**

- a. Upon County's request, the Parties hereto shall enter into a software escrow agreement ("Escrow Agreement") with a third-party escrow agent. The Escrow Agreement will set forth the terms and conditions upon which the source code, object code, and related documentation of the Contractor Software will be deposited by Contractor into an escrow account, updated by Contractor, verified by County and the conditions and Triggering Events that will govern the release of such escrowed materials to County. Upon the occurrence of a Triggering Event, County shall have the right to access and use the source code, object code, related documentation, and Contractor Software in accordance with its license rights set forth herein.
  - b. Notwithstanding the foregoing, the Escrow Agreement shall require Contractor to make timely deposits of all source code, object code, and related documentation of the Contractor Software, keep the escrow account up to date with all current releases and updates, provide County a right to audit the escrow account, and perform a build verification of the source code, and provide County a right to access Contractor personnel and to offer such personnel employment, upon the occurrence of a Triggering Event.
  - c. For the purposes of this Agreement, a "Triggering Event" shall mean any of the following: (i) Contractor commits an uncured (or incurable) material breach of its performance obligations under this Agreement; (ii) Contractor makes an assignment for the benefit of creditors; (iii) Contractor files for bankruptcy (which is not dismissed within ninety [90] days) or a complete liquidation or dissolution; (iv) Contractor has a custodian, trustee, receiver, or agent appointed to take possession or substantially all of its assets; or (v) Contractor is declared or becomes "insolvent" as that term is defined in Title 11 of the United States Code or analogous legislation in any other applicable jurisdiction.
- 41. Escrow License:** Contractor grants to County a perpetual, worldwide, non-exclusive, irrevocable, fully paid-up, transferable license to use the source code, object code, and related documentation of the Contractor Software upon the occurrence of a Triggering Event as set forth in the Escrow Agreement (the "Escrow License"). County shall be entitled to procure maintenance and support services from third parties and shall have the right to sublicense to such third parties the right to use such Escrowed Materials for the limited purpose of providing such services to County.
- 42. Data Location:** Except where Contractor obtains the County's prior written approval, the physical location of Contractor's data center where County Data is stored shall be within the Continental United States.

#### 43. **Compliance With County Information Technology Policies And Procedures:**

Vendor, its subcontractors, the Vendor personnel, and all other agents and representatives of Vendor, 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 Vendor that reasonably pertain to Vendor (and of which Vendor has been provided with advance notice) in connection with Vendor's performance under this Contract Vendor shall cooperate with the County in ensuring Vendor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, 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. In addition to the foregoing, Vendor shall comply with the following while performing services hereunder:

- 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 Vendor 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"). Vendor 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 Vendor personnel performing services under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. The County shall authorize, and Vendor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Vendor permit any such mechanisms to be shared or used by other than the individual Vendor personnel to whom issued. Vendor shall provide its personnel 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 Vendor: (a) shall be used and accessed by such Vendor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Vendor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Vendor, 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 Vendor 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 Vendor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Vendor 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.
- 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 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 and state requirements.

44. **Liquidated Damages:** It is agreed by and between the Contractor and the County that if the units of the Verity System, are not delivered as per the phased delivery schedule set forth as Attachment A for reasons other than County's breach or force majeure, 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, it is therefore agreed that Contractor will pay to the County, as County's sole and exclusive remedy for the delay, liquidated damages in a set amount of \$1,000 for each and every day of delay in excess of thirty (30) days beyond the schedule set forth on Attachment A, until delivery, provided that for the final delivery, the liquidated damages shall begin to accrue after a fifteen (15) day delay.

In the event the liquidated damages as set forth herein are not paid by the Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this Contract. This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail.

If Contract is delayed by reason of changes or extra services ordered by the County or as a result of the County's failure to perform or delays cause by the County, the time of performance of this Contract will be extended commensurate with the time required for the extra services, and no liquidated damages will accrue during the period of such extension. If this Contract is not fully and completely performed within the time set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving the Contractor a right to extra time for performance.

45. **Cooperative Procurement:** The provisions and pricing of this Contract, except Paragraph 36 (Software License), which grants the County a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable license to use the Verity Software, will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the

use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

46. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, CONTRACTOR'S TOTAL LIABILITY TO COUNTY FOR DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS CONTRACT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY COUNTY TO CONTRACTOR UNDER THIS CONTRACT IN THE 24 MONTH PERIOD PRIOR TO THE APPLICABLE CLAIM. THE LIMITATION IN THE PRECEDING SENTENCE SHALL NOT APPLY IN THE EVENT OF DAMAGES ARISING FROM CONTRACTOR'S FRAUD OR OTHER INTENTIONAL WRONGDOING.
47. **Third Party Products, Services and Referrals.** In addition to Third Party Products that may be ordered hereunder, Contractor may direct County to third parties having products or services that may be of interest to County for use in conjunction with the Products or Services. Notwithstanding any Contractor recommendation, referral, or introduction, County will independently investigate and test non-Contractor products and services and will have sole responsibility for determining suitability for use of non-Contractor products and services. Contractor has no liability with respect to claims relating to or arising from use of non-Contractor products and services, including, without limitation, claims arising from failure of non-Contractor products to provide proper time and date functionality.

**MODEL CONTRACT SIGNATURE PAGE**

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

**Contractor\***

Phillip Braithwaite CEO/President  
Print Name Title

[Signature] 8/12/19  
Signature Date

Julie Mathis CFO/COO  
Print Name Title

[Signature] 8/12/19  
Signature Date

**\* If the Contractor 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 FORM

County Counsel

Mark Servino Supervising Deputy County Counsel  
Print Name Title

By: [Signature] August 12, 2019  
Signature Date

\*\*\*\*\*

APPROVED AS TO CONTENT

Neal Kelley Registrar of Voters  
Print Name Title

By: [Signature] 8.12.19  
Signature Date

## ATTACHMENT A

### Scope of Work

#### 1. OVERVIEW

This Contract is for the purchase and implementation of a Vote Center Voting Solution and Central Count Scanning and Tabulation Solution, collectively “Voting System,” that complies with the California Voter’s Choice Act of 2016 (Senate Bill 450) for the County of Orange Registrar of Voters (ROV). The Voting System shall also meet all requirements of federal law and State of California laws/rules that address accessibility of Voting Systems and be certified by the Secretary of State (SOS) for use in California.

Hart shall provide the software, hardware, and services required to implement Hart’s Verity Voting system in the County including providing overall project management, delivery and installation, system integration, acceptance testing, training, and technical and operational support. This Scope of Work will provide a detailed description of responsibilities and deliverables for the implementation of the Voting System and continuous support of the Voting System during the term of the Contract.

#### 2. EQUIPMENT

##### 2.1. VERITY VOTING SYSTEM

###### 2.1.1. Verity Software Suite

- 2.1.1.1. **Verity Data:** Election data import/management and ballot design software
- 2.1.1.2. **Verity Build:** Election definition and deployment software
- 2.1.1.3. **Verity Central:** High-speed central ballot scanning and adjudication
- 2.1.1.4. **Verity Count:** Tabulation and reporting software

###### 2.1.2. Vote Center Voting Solution Devices

- 2.1.2.1. **Verity Scan:** a digital scanning solution for paper ballots
- 2.1.2.2. **Verity Touch Writer:** an accessible paper ballot marking device
- 2.1.2.3. **Verity Print:** on-demand ballot printing device
- 2.1.2.4. **Verity AutoBallot:** a barcode scanner kit for Verity Print and Verity Touch Writer for integration between the poll book and the voting system

###### 2.1.3. Verity Accessories and Parts

- 2.1.3.1. **Verity Workstation:** HP Z240 workstation for Verity software
- 2.1.3.2. **Verity vDrive:** a flash memory device
- 2.1.3.3. **Verity Key:** an electronic security token
- 2.1.3.4. **Verity Battery Charger, 1 Bay:** 1-bay charge for Verity voting device battery
- 2.1.3.5. **Verity Voting Device Battery:** rechargeable battery for Verity voting device
- 2.1.3.6. **vDrive Duplicator, 23 port:** loads election data on up to 23 vDrives simultaneously
- 2.1.3.7. **Verity Headset:** headphones w/microphone for voice recording

- 2.1.3.8. **Verity Ballot Box w/Transport Bag and Privacy Screens:** ballot box w/transport bag and privacy screens for use with Verity Scan
- 2.1.3.9. **Secure Ballot Transport Bag:** bag for easy and secure removal and transport of ballots from ballot box
- 2.1.3.10. **Printer Stand:** small table for printer
- 2.1.3.11. **Secure Caddy with Casters, 3,4 and 5' wide:** storage unit for Verity Voting devices
- 2.1.3.12. **Okidata C831 Printer:** ballot printer w/starter cartridges
- 2.1.3.13. **Okidata B432dn Printer:** laser ballot printer w/starter cartridges
- 2.1.3.14. **Canon DR-G2140:** Central scanner

### 3. DELIVERABLES SCHEDULE

#### Phased Deliverable Schedule:

	Deliverable Name	Deliverable Description and Acceptance Criteria	Projected Completion Date
Phase 1	SW / HW Delivery #1 <sup>(1)(2)</sup>	Phase 1 Delivery of 250 Verity TouchWriters, 250 Verity Scans, 100% of SW, 500 secure ballot transport bags, accessories (with the exception of AutoBallot Kits and caddies noted below) and workstations	9/30/2019
	Acceptance Testing #1 <sup>(3)</sup>	Phase 1 Acceptance Testing (AT) Completion. An AT plan will be provided to the County by the Hart Project Manager including approved checklists per device and per software that includes an assessment of the basic physical condition of the equipment, as well as functionality tests and procedures designed to verify that the equipment and software function as defined.	9/30/2019
Phase 2	HW Delivery #2 <sup>(1)</sup>	Phase 2 Delivery of 161 Verity Scans, 322 secure ballot transport bags and 100% of caddies	10/30/2019
	Acceptance Testing #2 <sup>(3)</sup>	Phase 2 Acceptance Testing Completion. An AT plan will be provided to the County by the Hart Project Manager including approved checklists per device and per software that includes an assessment of the basic physical condition of the equipment, as well as functionality tests and procedures designed to verify that the equipment and software function as defined.	10/30/2019

	Training <sup>(3)</sup>	6 on-site training courses delivered by Hart personnel per the Project Planner: 1. Data/Build: OC Team responsible for producing the ballot. 2. Central: OC Team responsible for scanning and adjudicating mail-in ballots. 3. Count: OC Team responsible for tabulating & reporting results. 4. Vote Center/Devices: OC Team responsible for predefining & training poll workers on voting devices. 5. Train-the-Trainer (TTT): OC Team responsible for training poll workers. 6. Maintenance: OC Team responsible for maintenance of voting equipment.	10/30/2019
Phase 3	HW Delivery #3 <sup>(1)</sup>	Phase 3 Delivery of 770 Verity Print and 100% of AutoBallot Kits	11/30/2019
	Acceptance Testing #3 <sup>(3)</sup>	Phase 3 Acceptance Testing Completion. An AT plan will be provided to the County by the Hart Project Manager including approved checklists per device and per software that includes an assessment of the basic physical condition of the equipment, as well as functionality tests and procedures designed to verify that the equipment and software function as defined.	11/30/2019
Phase 4	HW Delivery #4 <sup>(1)</sup>	Phase 4 Delivery of 744 Verity TouchWriters and 12 Canon Scanners	12/30/2019
	Acceptance Testing #4 <sup>(3)</sup>	Phase 4 Acceptance Testing Completion. An AT plan will be provided to the County by the Hart Project Manager including approved checklists per device and per software that includes an assessment of the basic physical condition of the equipment, as well as functionality tests and procedures designed to verify that the equipment and software function as defined.	12/30/2019
Phase 5	Support <sup>(3)</sup>	Successful Canvass of the March 3, 2020 Primary Election.	3/30/2020
Phase 6	Support <sup>(3)</sup>	Successful Canvass of the November 3, 2020 General Election.	11/30/2020

<sup>(1)</sup> HW refers to all items included in Category "Hardware" in the Detailed Deliverable Schedule.

<sup>(2)</sup> SW refers to all items included in Category "Software" in the Detailed Deliverable Schedule.

<sup>(3)</sup> These deliverables refer to services included in the Category "Project Labor" in the Detailed Deliverables Schedule.

#### 4. TRAINING

- 4.1. County and Contractor shall determine a mutually agreeable date for all trainings.
- 4.2. Training courses include operations manuals, training manuals, and a variety of other media, including graphic presentations. All these are designed with a single objective: to help trainees achieve proficiency and self-sufficiency in the tasks required to conduct a smooth, successful election with the Verity voting system.
- 4.3. **Schedule:**
  - 4.3.1. **Course 1: Data/Build (up to 2 days)**
    - 4.3.1.1. **Completion Date:** TBD (Phase 2: prior to 10/30/2019)
    - 4.3.1.2. **Attendee(s):** County Staff responsible for producing the ballot
    - 4.3.1.3. **Application(s):** Data / Build
    - 4.3.1.4. **Documentation:** Administrators Guide\_Data / Administrators Guide\_Build / System Administrators Guide
  - 4.3.2. **Course 2: Central (up to ½ day)**
    - 4.3.2.1. **Completion Date:** TBD (Phase 2: prior to 10/30/2019)
    - 4.3.2.2. **Attendee(s):** County Staff responsible for scanning & adjudicating mail-in ballots
    - 4.3.2.3. **Application(s):** Central
    - 4.3.2.4. **Documentation:** Administrators Guide\_Central / System Administrators Guide
  - 4.3.3. **Course 3: Count (up to ½ day)**
    - 4.3.3.1. **Completion Date:** TBD (Phase 2: prior to 10/30/2019)
    - 4.3.3.2. **Attendee(s):** County Staff responsible for tabulating & reporting results
    - 4.3.3.3. **Application(s):** Count
    - 4.3.3.4. **Documentation:** Administrators Guide\_Count / System Administrators Guide
  - 4.3.4. **Course 4: Vote Center / Devices (up to 1 day)**
    - 4.3.4.1. **Completion Date:** TBD (Phase 2: prior to 10/30/2019)
    - 4.3.4.2. **Attendee(s):** County Staff responsible for predefining & training Vote Center workers on voting devices
    - 4.3.4.3. **Device (s):** Print / Scan / Touch Writer
    - 4.3.4.4. **Documentation:** Verity Print FG / Polling Place FG / Troubleshooting FG
  - 4.3.5. **Course 5: Train-the-Trainer (TTT) (up to 2 days)**
    - 4.3.5.1. **Completion Date:** TBD (Phase 2: prior to 10/30/2019)
    - 4.3.5.2. **Attendee(s):** County Staff responsible for training Vote Center workers
    - 4.3.5.3. **Device (s):** Print / Scan / Touch Writer
    - 4.3.5.4. **Documentation:** TTT Handbook
  - 4.3.6. **Course 6: Maintenance (up to ½ day)**
    - 4.3.6.1. **Completion Date:** TBD (Phase 2: prior to 10/30/2019)
    - 4.3.6.2. **Attendee(s):** County Staff responsible for maintenance of the voting equipment
    - 4.3.6.3. **Device(s):** Print / Scan / Touch Writer
    - 4.3.6.4. **Documentation:** Support Procedures G / Hardware Dimensions & Weight / Upgrade Procedures

#### 5. EQUIPMENT PICK-UP AND RECYCLING SERVICES

Upon contract execution and according to a mutually agreed upon schedule between Hart and the County, Hart will send up to two (2) trucks (semi's) per day to pick up the old HVS equipment that the County wants to salvage. The equipment pickup will occur in two stages. For each stage, Hart will send one to two trucks per day until pickup is complete. Stage 1 will begin after contract execution, and Stage 2 will begin after the end of the November 2019 election, upon direction from the County.

- 5.1. Every pick up of HVS equipment must be accompanied by a printed list provided by the County. This list includes Hart model type, quantity of each model type, and a listing of each serial number for all serialized equipment.
- 5.2. All equipment must be backed up by the County prior to pick up.
- 5.3. All equipment must be presented at one location for pickup.
- 5.4. All batteries must be installed in the units. No loose batteries will be picked up.
- 5.5. All PCs, laptops, workstations, to be backed up and erased prior to pick up.
- 5.6. County must bring equipment to the dock area.
- 5.7. All equipment will have to be palletized by the County prior to pick up (but not shrink wrapped). Hart will provide the shrink wrap service and supplies.
- 5.8. Hart manufactured caddies will be picked up separately.
- 5.9. Hart will provide Certificates of Destruction upon completion.

There is no fee for these services as defined above.

## 6. IMPLEMENTATION SUPPORT SERVICES (Execution of Contract through Phase 6 of the Deliverable Schedule)

Hart's Implementation Support Services include:

- Project management
- Deliverables management,
- Business process analysis,
- Acceptance Testing support,
- Training,
- Mock election support
- Maintenance and warranty support
- Operations and application support

The fee for these services is included in the payments per the Price List/Phased Deliverable Schedule.

### 6.1. Project Management

Includes a Hart project manager (PM) to oversee all aspects of the County's deliverables and relationships. The PM will ensure that the implementation process is coordinated, managed, and efficient. The project will be managed in four overlapping stages:

Stage I:	Planning
Stage II:	Implementation
Stage III:	Go-Live
Stage IV:	Support

#### 6.1.1 Stage I: Planning

Once the contract is awarded and signed, the Hart PM begins scheduling project setup and initiation activities. The PM coordinates a project kickoff meeting to

begin to compile the following components of the comprehensive Project Work Plan and Schedule:

**Scope definition.** Summary of the scope of the project as defined in the final proposal and contract documents, identifying all the components necessary to meet the County's requirements

**Project Team.** Identification of key individuals, including their roles and responsibilities

**Communication Plan.** Project team members and management staff contact information, proposed schedule and format for regularly scheduled project management meetings, escalation protocol for critical communications, and proposed schedule and format of written communications such as meeting notes, required reports, and other materials

**Schedule.** Identification of timeframes and key milestones

**Test Plan.** Procedures for ensuring that the software integration operates successfully in the County's environment

**Quality Management Plan.** Identification of performance standards, triggers, remedies, and escalation protocol

**Change Control Plan.** Procedures for identifying, reviewing, and approving changes to the Project Work Plan and Schedule

**Integration Plan.** Identification of required work packages and processes based on defined scope, as well as any related requirements and expectations including shipping and delivery, asset management, system acceptance, deployment planning, on-site support, equipment retrieval (post-election), equipment processing (post-election) and equipment maintenance

**Migration Plan.** Roadmap for efficiently incorporating Verity into the County's election processes

**Risk Management Plan.** Initial identification of known risks, risk mitigation strategies and contingency plans

**Issue Management Plan.** Procedures for identifying, tracking, and resolving project issues, such as escalation protocol and identifying known open issues

**Training Plan.** Refinement of proposed training plan, including identification of attendees for each course, coordination of logistics, and localization of training curriculum

The Project Work Plan and Schedule provides guidance for managing the project and developing detailed activities, tasks, and timelines. The Project Work Plan and Schedule is revised as necessary to properly manage the project. A working draft of the Project Work Plan and Schedule is reviewed in the

project kickoff meeting to promote the refinement and mutual acceptance of the plan.

The Hart PM is responsible for engaging the resources necessary to execute the Project Work Plan and Schedule, and for the implementation of County's processes needed to meet the County's requirements.

Successful deployment of a new system depends on a mutual understanding of the County's current processes and objectives. Therefore, Hart engages with the County's elections staff in collaborative planning to establish a detailed Integration Plan that addresses all aspects of the project. The results of the collaborative planning activities are used to develop a Migration Plan, which defines each step necessary to incorporate the Hart of the Verity Voting system in the County's election process, while addressing risk areas and carrying out mitigation activities defined by the Risk Management Plan.

### **6.1.2 Stage II: Implementation**

This stage includes placing orders, delivering equipment, the County's acceptance of equipment, storing equipment, and completion of third-party warranty information. During this phase, Hart's PM works closely with the County's team to implement the Project Work Plan and Schedule, identify and resolve issues, manage risks, monitor Hart's performance, and ensure clear communication with the entire project team.

This phase also includes initial on-site training of the County's staff. Other key activities include initial system configuration, acceptance testing, and preparation of voter education materials (if applicable). All these activities continue through the first scheduled election.

### **6.1.3 Stage III: Go-Live**

Following acceptance testing, the project enters Stage III: Go-Live, which includes election-specific data management, deployment plans, voter education, final training, Election Day field support, Election Night reporting, data archiving and management, post-election auditing, and storing equipment in preparation for the next election on the calendar.

During this stage, the Hart PM focuses on helping the County run a successful election and preparing the County and the County's team for future successful, independently managed elections. Upon completion of the County's first election, Hart's PM coordinates with the County's team to prepare and conduct a project review and debrief – a detail-oriented meeting which summarizes and documents the success of the election, the accuracy of the Project Work Plan and Schedule, the project team's performance, project highlights, key issues and their resolution, lessons learned and best practices, and recognition of key contributions. Additionally, Hart's PM makes certain that the County and the County's team are ready for the next phase of the implementation: Support.

### **6.1.4 Stage IV: Support**

During and after implementation, the Hart Customer Support Center serves as a comprehensive information source and support resource. The Hart PM coordinates with the Customer Support Center as needed throughout the implementation. Once implementation is complete, the Customer Support Center becomes the primary support resource for the County and the County's staff.

Hart provides customers with a consistent source for 24/7, real-time help from a knowledgeable Customer support consultant via phone or email through our Customer Support Center and Hartline tracking system. Using these resources, the County and the County's elections staff can log problems and find their solutions, register change and enhancement requests, and submit equipment for repairs – any time day or night.

The Hart Customer Support Center staff is available live via phone from 7 a.m. to 7 p.m. Central time, Monday through Friday. The County can also reach a representative outside of these hours by leaving voicemail. The receipt of a voicemail triggers a call-forward to a Customer Support Center staff member, so callers receive prompt service. During major elections, Hart provides extended Customer Support Center hours.

Orange County election staff can alert support personnel of issues or enter tickets into our Hartline online tracking system 24/7 via email. Hartline enables Hart to track issues, as well as equipment returned to Hart for repair. Hart also shares best practices with customers via Knowledge Base articles and webinars.

### **6.2 Deliverables Management**

The PM will be the key point of contact for Orange County, responsible for deliverable timelines and quality; working with the County to establish acceptable delivery timeframes, within the bounds of the contract. The PM will also manage the pickup of legacy equipment from the County, in accordance with Section 5.

### **6.3 Business Process Analysis**

The Hart trainer and PM will perform a training needs assessment as part of the implementation's business process analysis (BPA) and variance analysis. The goal in performing this assessment is to identify how best to bridge the gap between existing elections procedures and training, and the requirements of the new Verity Voting system implementation.

After reviewing the findings of the training needs assessment and variance analysis, the trainer revisits the training plan from the original proposal in order to meet the Customer's training needs. Hart's experienced trainers then identify options for where, when, and how initial training services are conducted. Hart also offers options for follow-up training sessions, including onsite classes, training in Group meetings, computer-based instruction, or online training utilizing Web conferencing

### **6.4 Acceptance Testing**

The PM will oversee Acceptance Testing according to Hart's established and written procedures. The schedule will be agreed on with the County per the Phased Deliverable Schedule.

## 6.5 Training

Training will be established on a mutually-agreed schedule with the County. See Section 4 for details.

## 6.6 Mock Election

The Mock Election is an end-to-end test of the County's proficiency of the system. To be scheduled at a mutually agreeable date, the PM will "coach" and counsel County staff as they perform a complete test of the Verity Voting System, from Ballot Layout to equipment preparation and deployment to final results reporting.

## 6.7 Warranty and Maintenance Support

Hart's Implementation Support Services also include all warranty and maintenance support services as described in Section 7.

## 6.6 Operations and Application Support

Hart's Implementation Support Services also include all operations and application support services as described in Section 8.

## 7. HARDWARE WARRANTY AND MAINTENANCE SUPPORT SERVICES

Warranty service includes:

- 7.1.1.1.1. RMA (return to Hart) device repair for all Verity devices
- 7.1.1.1.2. Next business day hardware support for Hart-provided COTS high-speed scanners (parts and labor)
- 7.1.1.1.3. Next business day hardware support for the Okidata C831 ballot printers.
- 7.1.1.1.4. Next business day hardware support for HP Workstations

Maintenance Support includes:

- 7.1.1.1.5. Delivery of version updates (County staff will install the updates, per California requirements)
- 7.1.1.1.6. Help desk support
- 7.1.1.1.7. Replacement of each Verity device's coin battery in Year 2 of Post Implementation (includes materials, supplies, project management (estimated 5-day project)).

The above services are included at no additional charge through 2024

## 8. OPERATIONS AND APPLICATION SUPPORT SERVICES (1/1/2021-12/31/2024)

8.1 If County is current in payments due to Contractor under this Agreement, Contractor shall provide the following operations and application support services for the Verity Voting System 3.0.1 Licensed Software and Firmware listed in Section 2. Payments for these services are the annual recurring payments listed in Attachment B, Schedule B.3. for years through 2024. Beyond that term, recurring annual payment amounts are to be defined by the Contractor within the Renewal process. Contractor's obligation to provide Support shall terminate in the event of a termination of the Agreement for County's uncured failure to pay Support services related fees.

- a. Corrections of defects in the Licensed Software and Firmware so that it will operate substantially as described in the then-current functional specifications described in the Data, Build, Central, and Count Technical Requirements Documents applicable to Licensed Software.
- b. Updates of any Licensed Software covered under this Agreement that are developed by the Contractor and certified by the California Secretary of State, at the County's option, will be promptly provided at no additional charge to the County. County agrees to accept corrections of defects, fixes of minor bugs, upgrades, or enhancements so long as there are no additional costs to County

Contractor shall not be responsible for the cost of installing new releases, correction of any defects, fixes of any minor bugs, upgrades or enhancements of any Licensed Software, unless installation is necessitated by Contractor's failure to deliver workmanship or Licensed Software that substantially performs as described in the then current functional specifications presented in the application-specific Operator's Manuals accompanying such Licensed Software. Contractor will also not be responsible for costs incurred in connection with California Secretary of State Certification of the hardware, software or firmware that necessitates rework, reinstallation, or upgrade of previously certified hardware, software or firmware. Contractor services to conduct or manage installation or upgrade activities will be the subject of a separate agreement, on a case-by-case basis. Such agreements will include a clear description of the extent to which Contractor will be liable for repair of equipment that may be damaged or otherwise rendered unserviceable during the course of the installation/upgrade project, as well as the arrangements for completing such repairs and returning County equipment to service in a timely fashion. The extent of Contractor's liability for completing such repairs and logistic tasks will reflect the nature of Contractor's role in the installation/upgrade project.

- c. System Documentation. Contractor agrees to provide to the County as part of any new version release, upgrade or enhancement of Licensed Software, updated versions of applicable manuals and other associated printed materials in electronic format. Contractor further agrees that the County may create hard copy reproductions of the updated materials in quantities sufficient to satisfy the County's own internal needs for the operation/use and maintenance of the Verity Voting System. The County agrees to include the Contractor's copyright notice and all other proprietary rights notices on all such documentation reproduced as they appear on the original or in accordance with written copyright instructions provided to County by the Contractor.
- d. Support for System and/or Software failures.

**Major System Failure.** Major failures are defined as complete failure of the System or Software, or the failure of a single critical component or any combination of System components that place the County's ability to conduct an election at risk.

Contractor's support personnel shall respond to a major System failure by commencing appropriate action to correct the failure within one (1) hour during an election cycle and within one (1) business day during periods outside of an election cycle. Response time is measured from the time the appropriate County representative notifies the Hart Customer Support Center or other appropriate Contractor representative that remedial maintenance for a major failure is required, until the time that appropriate responsive action is initiated. Contractor shall make every reasonable effort to correct major failures within two (2) hours of the notification of the System failure. For purposes of this paragraph, election cycle means sixty (60) days preceding any election and continuing through twenty-eight (28)

days after the election. Such response time shall be available between the hours of 8:00 AM and 5:00 PM, Pacific Standard Time, Monday through Friday, on the days County conducts business. Support of this type may be available up to ninety (90) days preceding an election upon the County's request. Additionally, County can make arrangements for additional coverage during critical phases of the election cycle by notifying the Customer Support Center a minimum of seven (7) days in advance of specific periods when the County will be working on the election.

***Minor Licensed Software Failure.*** All other Licensed Software failures will be considered minor failures.

Contractor's maintenance personnel shall respond to minor failures within one (1) business day from the time a County representative notifies the appropriate Contractor representative that remedial maintenance for minor failure is required. Contractor shall make every reasonable effort to correct minor failure within two (2) business days of the notification of the minor Licensed Software failure.

- e. Telephone assistance for County in design and production of elections, including pre-election and post-election testing and general operation of the Voting System. Requests for such assistance must be initiated through a request to the Hart Customer Support Center via any of the modes of communication listed below. On Election Days scheduled by County, except for specific additional coverage requested by County for major system failures during critical phases of the election cycle, system failures or software bugs must be reported in writing, through the Hart Customer Support Center, and must be accompanied with sufficient detail to reproduce the error and provide a remedy or workaround. Because not all errors or defects can or need to be corrected, Contractor does not warrant that all errors or defects will be corrected. Contractor reserves the right to determine whether any reported, claimed software malfunction is in fact a "bug."

***Support Contact Information and Hours of Operation.*** The following contact information is to be used by the County for submitting support requests to Contractor:

Customer Support Center:	1-866-ASK-HART (275-4278)
Customer Support Center Fax:	1-866-391-1834
E-mail Address:	<a href="mailto:hartsupport@hartic.com">hartsupport@hartic.com</a>
Hart InterCivic, Inc. Switchboard	1-800-223-HART (4278)

The Hart Customer Support Center normal hours of operation are 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, except for Contractor company holidays. With seven (7) days prior notice by County, Election Day coverage can be extended to encompass one hour prior to polls opening until released by the County.

## **8.2 Additional Support Services:**

Contractor shall provide without additional cost to the County, except as provided in this Agreement, the following additional services:

- a) **On-Site Hardware Repair:** Contractor will provide (1) on-site visit per term not to exceed five (5) working days to repair Verity Voting System Hardware by one Hart technician. Materials, supplies, and replacement parts (with the exception of Consumables), and standard transportation/shipping thereof, are included. Consumables are defined as batteries (all types, including CMOS and device backup batteries), Vdrives, Verity keys, paper rolls, paper, ballot stock, toner, Cannon Scanner calibration packets, Cannon Scanner Cleaning Kits, Cannon Scanner Roller Replacement Kits, and Isopropyl alcohol wipes. .

- b) Hardware Return Merchandise Authorization (RMA): County may ship Return Merchandise Authorization Hardware (RMA), goods returned for repair, to Contractor for repair in up to four (4) shipments per term, each shipment not to exceed one (1) percent of the County's total inventory of Verity Scan and Ballot Boxes, Verity Touch Writer (and printers and booths), and Verity Print (and printers). All parts and materials required for RMAs of the equipment are included at no additional charge, with the exception of Consumables (defined in a)). Contractor shall be required to return all completed RMA's in a period of sixty (60) calendar days or less from the date the Contractor received the item. Contractor shall be required to provide in writing to the Project Manager if the RMA will exceed the sixty (60) calendar day requirement due to parts delay. Description of the part(s) on backorder and expected delivery time shall be included.
- c) Computer and Peripherals Configuration: Configuration of Verity PCs and peripherals, purchased through the Contractor according to Contractor's published specifications, as per the requirements defined by The State of California Secretary of State, are included.
- d) Engineering Services Support: No service days are included. Projects required by the County will be billed at Hart's then prevailing Engineering Services rates, less 40%.
- e) Training in Austin: County may take advantage of training at Contractor's facility in Austin. There is no limit to the number of County employees or days, and the cost of training is included. County will be responsible for transportation, room and board, and any other travel-related expenses.
- f) Discretionary Professional Service Days: Five (5) on-site days per term for Hart Professional Services (trainers, project managers, and technical consultants). Days do not roll over, unless mutually agreed on. Failure to use allotted Professional Services Days will not result in a discount or refund of any part of the fee owing hereunder. Professional Service Days cannot be exchanged for Verity or third party equipment, software, support, maintenance fees, service days, or any other good or service. Professional Services Days are in addition to and are not the same as Engineering Services time. Days used over the allotted 5 per term will be billed at Hart's then prevailing Professional Services rates, less 40%.

### **8.3 Third Party Interfaces:**

In any case where Licensed Software interfaces with a third party software system, including but not limited to, the County's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems; Contractor will not be responsible for proper operation of any Licensed Software that interfaces with the third party software should such third party software be upgraded, replaced, modified, or altered in any way. Contractor will also not be responsible for the proper operation of any Licensed Software running on County's computer hardware, should County install a new computer operating system on said hardware without advising Contractor of such changes and receiving Contractor's written approval. Engineering services and associated costs may be required where the County requests Contractor's review and approval of any System changes outside the System specifications at the time of the Effective Date of this Agreement, or the custom software project-specific Statement of Work for the affected Hart hardware or software. Contractor will not be responsible for the proper operation of any Licensed Software that interfaces with third party software, should such third party software be configured or operated in any manner contrary to that described in the documentation provided for such third party software.

**8.4 County Suggestions and Recommendations:**

County may, at any time in writing to the Contractor, propose, suggest, or recommend changes to the Software provided under this agreement. Such proposals, suggestions, or recommendations will become Contractor's property. Contractor may include any such proposals, suggestions, or recommendations, solely at Contractor's option, in subsequent periodic Software updates. Contractor is under no obligation to change, alter, or otherwise revise the Software according to County's proposals, suggestions, or recommendations.

**ATTACHMENT B**  
**Fees, Compensation, and Payment**

**A. COMPENSATION:**

This is a fixed fee price between the County and the Contractor for a Voting System as provided in Attachment A, Scope of Work. 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 County shall have no obligation to pay any sum in excess of total Contract amount or the fixed fee price specified unless authorized by an amendment in accordance with Paragraphs C and R of the County's General Terms and Conditions.

**B. SCHEDULE AND PAYMENT:**

1. Payments will be made based upon the Phased Deliverable schedule in Table B.1 and per amounts as specified in B.2.below (upon acceptance of a Deliverable in accordance with Paragraph 38 and submittal of an invoice as described in Section C). Payments shall consist of the total due for the Deliverable, less ten (10) percent retention. The retained amount shall be paid thirty (30) days after the completion of Phase 6.
2. Payment Deliverable Schedule: See attached pricing table labeled as Table B.2. Price List for the fees associated with the Implementation Period.
3. Support Services Schedule: See attached pricing table labeled as Table B.3 Support Services. The fees for Post Implementation Support services are to be paid in advance per Section C.a.ii. below, defining the Recurring Annual Fees. The specific fee amounts for additional years beyond 2024 will be provided by Hart as a part of the Renewal process.

Table B.1  
Phased Deliverable Schedule:

	Deliverable Name	Projected Completion Date	Deliverable Fixed Price	Retention	Payment Amount	Payment Terms
Phase 1	SW / HW Delivery #1	9/30/2019	\$ 3,292,586	\$ 329,259	\$ 2,963,327	Net 30 from Acceptance Completion (Payment Due: October 30, 2019)
	Acceptance Testing #1	9/30/2019	\$ 27,582	\$ 2,758	\$ 24,823	
Phase 2	HW Delivery #2	10/30/2019	\$ 1,311,423	\$ 131,142	\$ 1,180,281	Net 30 from Acceptance Completion (Payment Due: November 30, 2019)
	Acceptance Testing #2	10/30/2019	\$ 26,049	\$ 2,605	\$ 23,444	
	Training	10/30/2019	\$ 26,049	\$ 2,605	\$ 23,444	
Phase 3	HW Delivery #3	11/30/2019	\$ 5,063,803	\$ 506,380	\$ 4,557,423	Net 30 from Acceptance Completion (Payment Due: December 30, 2019)
	Acceptance Testing #3	11/30/2019	\$ 24,517	\$ 2,452	\$ 22,065	
Phase 4	HW Delivery #4	12/30/2019	\$ 3,613,233	\$ 361,323	\$ 3,251,910	Net 30 from Acceptance Completion (Payment Due: January 30, 2020)
	Acceptance Testing #4	12/30/2019	\$ 24,517	\$ 2,452	\$ 22,065	
Phase 5	Support	3/30/2020	\$ 24,517	\$ 2,452	\$ 22,065	Net 30 after successful canvass (Payment Due: April 30, 2020)
Phase 6	Support	11/30/2020	\$ 24,517	\$ 2,452	\$ 22,065	Net 30 after successful canvass (Payment Due: December 30, 2020)
Phase 7	Retention Payment	11/30/2020			\$ 1,345,879	Net 90 Days after contract requirements completion
<b>Implementation Price (before Sales &amp; Use Tax) <sup>(4)(5)</sup></b>			<b>\$ 13,458,794</b>	<b>\$ 1,345,879</b>	<b>\$ 13,458,794</b>	

Table B.2  
Price List (Configurator)

Accessible Ballot Marking Devices					
Item	Description	Category	Quantity	Unit Price	Amount
Verity Touch Writer w/ Access Version: 3.0.1	Accessible Ballot Marking Device. Includes Accessible Booth w/ Transport Bag & Privacy Screens, Okidata 432 Series Printer, Printer Stand & Extender Plate.	Hardware	561	\$ 6,242.29	\$ 3,501,924.69
Verity Touch Writer w/ Access Version: 3.0.1 (Volume Discount Units)	Accessible Ballot Marking Device. Includes Accessible Booth w/ Transport Bag & Privacy Screens, Okidata 432 Series Printer, Printer Stand & Extender Plate.	Hardware	433	\$ 4,580.78	\$ 1,983,477.74

  

Vote Center Scanning Equipment					
Item	Description	Category	Quantity	Unit Price	Amount
Verity Scan Version: 3.0.1	Precinct-Based Voting Equipment. Includes Ballot Box w/ Transport Bag & Privacy Screens.	Hardware	187	\$ 7,184.52	\$ 1,343,505.24
Verity Scan Version: 3.0.1 (Volume Discount Units)	Precinct-Based Voting Equipment. Includes Ballot Box w/ Transport Bag & Privacy Screens.	Hardware	224	\$ 5,523.01	\$ 1,237,154.24
Secure Ballot Transport Bag	Bag for easy and secure removal and transport of ballots from ballot box	Hardware	822	\$ 50.00	\$ 41,100.00

  

Ballot Printing on Demand					
Item	Description	Category	Quantity	Unit Price	Amount
Verity Print Version: 3.0.1	Paper Ballot Printing Unit. Includes Okidata 432 Series Printer, Extender Plate.	Hardware	187	\$ 7,685.50	\$ 1,437,188.50
Verity Print Version: 3.0.1 (Volume Discount Units)	Paper Ballot Printing Unit. Includes Okidata 432 Series Printer, Extender Plate.	Hardware	583	\$ 6,023.99	\$ 3,511,986.17

  

Ballot Creation					
Item	Description	Category	Quantity	Unit Price	Amount
Verity Build Networked (Includes Verity Data) Version: 3.0.1	Election definition and ballot creation/export software	Software	2	\$ 87,431.76	\$ 174,863.52
Verity Headset	Headphones w/microphone for voice recording; included with Verity Build	Hardware	2	Included	Included
Okidata C831 Ballot Printer w/ Starter Cartridges	Ballot Printer w/ Starter Cartridges	Hardware	2	\$ 4,000.00	\$ 8,000.00
Verity Workstation	HP Z240 Workstation for Verity Software. Includes 5-year warranty. Includes 23" Flat Panel Monitor.	Hardware	3	\$ 5,900.00	\$ 17,700.00

  

Election Tabulation and Results					
Item	Description	Category	Quantity	Unit Price	Amount
Verity Count Networked Version: 3.0.1	Tabulation and reporting software	Software	4	\$ 26,229.53	\$ 104,918.12
Okidata B432dn Printer w/ Starter Cartridge	Laser Printer w/starter cartridge included with Verity Software for printing	Hardware	4	\$ 380.00	\$ 1,520.00
Verity Workstation	HP Z240 Workstation for Verity Software. Includes 5-year warranty. Includes 23" Flat Panel Monitor.	Hardware	5	\$ 5,900.00	\$ 29,500.00

  

Central Ballot Scanning Equipment					
Item	Description	Category	Quantity	Unit Price	Amount
Verity Central Version: 3.0.1	High-speed scanner and vote capture/ballot adjudication software for central scanning of ballots	Software	1	\$ 104,918.11	\$ 104,918.11
Verity Central - additional seats Version: 3.0.1	High-speed scanner and vote capture/ballot adjudication software for central scanning of ballots	Software	11	\$ 30,229.53	\$ 332,524.83
Okidata B432dn Printer w/ Starter Cartridge	Laser Printer w/starter cartridge included with Verity Software for printing	Hardware	12	\$ 380.00	\$ 4,560.00
Canon DR-G2140 Central Scanner	High-Speed Scanner (for Central Count of Absentee Ballots); estimated scanning throughput of 66.5 ballots/minute for 8.5"x17" ballot	Hardware	12	\$ 10,000.00	\$ 120,000.00
Verity Workstation	HP Z240 Workstation for Verity Software. Includes 5-year warranty. Includes 23" Flat Panel Monitor.	Hardware	12	\$ 5,900.00	\$ 70,800.00

Accessible Ballot Marking Devices							Discount Allocated
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	
			\$ 2,683,012.31			\$ 2,683,012.31	\$ 818,912.38
\$ 1,145,195.00			\$ 838,282.74			\$ 1,983,477.74	\$ -

  

Vote Center Scanning Equipment							Discount Allocated
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	
\$ 143,115.60	\$ 886,215.82					\$ 1,029,331.42	\$ 314,173.82
\$ 1,237,154.24						\$ 1,237,154.24	\$ -
\$ 19,153.84	\$ 12,335.07					\$ 31,488.91	\$ 9,611.09

  

Ballot Printing on Demand							Discount Allocated
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	
		\$ 1,101,107.18				\$ 1,101,107.18	\$ 336,081.32
		\$ 3,511,986.17				\$ 3,511,986.17	\$ -

  

Ballot Creation							Discount Allocated
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	
\$ 133,972.32						\$ 133,972.32	\$ 40,891.20
Included						\$ -	
\$ 6,129.23						\$ 6,129.23	\$ 1,870.77
\$ 13,560.32						\$ 13,560.32	\$ 4,139.08

  

Election Tabulation and Results							Discount Allocated
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	
\$ 80,383.40						\$ 80,383.40	\$ 24,534.72
\$ 1,164.55						\$ 1,164.55	\$ 355.45
\$ 22,601.53						\$ 22,601.53	\$ 6,896.47

  

Central Ballot Scanning Equipment							Discount Allocated
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	
\$ 55,848.67						\$ 55,848.67	\$ 49,069.44
\$ 177,005.41						\$ 177,005.41	\$ 155,519.42
\$ 3,493.66						\$ 3,493.66	\$ 1,066.34
			\$ 91,938.44			\$ 91,938.44	\$ 28,061.56
\$ 54,243.68						\$ 54,243.68	\$ 16,556.32

Accessories					
Item	Description	Category	Quantity	Unit Price	Amount
vDrive	Flash memory card/audio card for use with Verity devices	Hardware	1,814	\$ 66.00	\$ 119,724.00
Verity Key	Electronic security token	Hardware	100	\$ 109.00	\$ 10,900.00
Verity Battery Charger, 6 Bay	6 Bay battery charger for Verity voting device	Hardware	25	\$ 540.00	\$ 13,500.00
Verity Battery Charger, 1 Bay	1 Bay battery charger for Verity voting device	Hardware	5	\$ 185.00	\$ 925.00
AutoBallot Kit	Barcode integration with Verity Print and Verity Touch Writer for automated ballot printing and ballot presentation	Hardware	1,404	\$ 419.00	\$ 588,276.00
Verity Voting Device Battery	Rechargeable battery for Verity voting device	Hardware	103	\$ 102.00	\$ 10,506.00
vDrive Duplicator, 23 Port	Loads election data on up to 23 vDrives simultaneously	Hardware	4	\$ 1,875.00	\$ 7,500.00
Corrugated Plastic Transfer Case for Printer		Hardware	1,764	\$ 55.00	\$ 97,020.00
Secure Caddy with Casters, 3' Wide	Storage unit for Verity voting devices (excludes assembly and caddy cover)	Hardware	253	\$ 590.00	\$ 149,270.00
Secure Caddy with Casters, 4' Wide	Storage unit for Verity voting devices (excludes assembly and caddy cover)	Hardware	253	\$ 720.00	\$ 182,160.00
Secure Caddy with Casters, 5' Wide	Storage unit for Verity voting devices (excludes assembly and caddy cover)	Hardware	253	\$ 820.00	\$ 207,460.00
Ethernet Switch, 8 Port	Switch to connect multiple workstations	Hardware	4	Included	Included

Accessories							Discount Allocated
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	
\$ 91,726.98						\$ 91,726.98	\$ 27,997.02
\$ 8,351.07						\$ 8,351.07	\$ 2,548.93
\$ 10,343.07						\$ 10,343.07	\$ 3,156.93
\$ 708.69						\$ 708.69	\$ 216.31
		\$ 450,709.79				\$ 450,709.79	\$ 137,566.21
\$ 8,049.21						\$ 8,049.21	\$ 2,456.79
\$ 6,052.61						\$ 6,052.61	\$ 1,847.39
\$ 74,332.23						\$ 74,332.23	\$ 22,687.77
	\$ 114,363.75					\$ 114,363.75	\$ 34,906.25
	\$ 139,562.54					\$ 139,562.54	\$ 42,597.46
	\$ 158,946.23					\$ 158,946.23	\$ 48,513.77
Included						\$ -	

Implementation Support					
Item	Description	Category	Quantity	Unit Price	Amount
Implementation Support Services	Includes training, acceptance testing, project management, travel, and on-site support for the Verity voting system implementation period. W/arranty, maintenance support, and operations and application support for implementation period also included. (No carryforward of perceived unused quantity (e.g days) permitted.)	Project Labor	116	\$ 2,000.00	\$ 232,000.00

Implementation Support							Discount Allocated
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	
\$ 27,581.53	\$ 52,098.45	\$ 24,516.92	\$ 24,516.92	\$ 24,516.92	\$ 24,516.92	\$ 177,747.66	\$ 54,252.34

Shipping & Freight					
Item	Description	Category	Quantity	Unit Price	Amount
Shipping	Freight	Freight			Included

Shipping & Freight							Discount Allocated
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	

Totals	Amount
Accessible Ballot Marking Devices	\$ 5,485,402
Vote Center Scanning Equipment	\$ 2,621,759
Ballot Printing on Demand	\$ 4,943,175
Ballot Creation	\$ 200,564
Election Tabulation and Results	\$ 135,938
Central Ballot Scanning Equipment	\$ 832,603
Accessories	\$ 1,387,641
Implementation Support	\$ 232,000
Shipping & Freight	Included
<b>Hart Loyalty Discount</b>	<b>\$ (2,186,489)</b>
<b>Total Price (before Sales &amp; Use Tax)</b>	<b>\$ 13,458,794</b>
Retention	(1,345,879)
<b>Phase balance due before retention payment (before Sales &amp; Use Tax)</b>	<b>\$ 12,112,914</b>

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total	Discount Allocated
\$ 1,145,195	\$ -	\$ -	\$ 3,521,295	\$ -	\$ -	\$ 4,666,490	\$ 816,912
\$ 1,399,424	\$ 898,551	\$ -	\$ -	\$ -	\$ -	\$ 2,297,975	\$ 323,785
\$ -	\$ -	\$ 4,613,093	\$ -	\$ -	\$ -	\$ 4,613,093	\$ 336,081
\$ 153,662	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 153,662	\$ 46,901
\$ 194,149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194,149	\$ 31,789
\$ 290,591	\$ -	\$ -	\$ 91,938	\$ -	\$ -	\$ 382,530	\$ 250,273
\$ 189,564	\$ 412,873	\$ 450,710	\$ -	\$ -	\$ -	\$ 1,053,146	\$ 324,495
\$ 27,582	\$ 52,098	\$ 24,517	\$ 24,517	\$ 24,517	\$ 24,517	\$ 177,748	\$ 54,252
Included	Included	Included	Included	Included	Included	Included	
\$ 3,320,167	\$ 1,363,522	\$ 5,088,320	\$ 3,637,750	\$ 24,517	\$ 24,517	\$ 13,458,794	\$ 2,186,489
\$ (332,017)	\$ (136,352)	\$ (508,832)	\$ (363,775)	\$ (2,452)	\$ (2,452)	\$ (1,345,879)	
\$ 2,988,151	\$ 1,227,170	\$ 4,579,488	\$ 3,273,975	\$ 22,065	\$ 22,065	\$ 12,112,914	

\* Final sales and use tax will be calculated per California Department of Tax and Fee Administration guidelines, based upon shipment locations.

**Table B.3**  
**Support Services**

<b>Support Category</b>	<b>Implementation Period Commencing upon execution of Contract - 12/31/2020</b>	<b>Post-Implementation Year 1 Commencing 1/1/2021</b>	<b>Post-Implementation Year 2 Commencing 1/1/2022</b>	<b>Post-Implementation Year 3 Commencing 1/1/2023</b>	<b>Post-Implementation Year 4 Commencing 1/1/2024</b>	<b>Total – Post Implementation Periods</b>
<b>Warranty and Maintenance Support</b>	All relevant services included as a part of Implementation Support	N/C	N/C	N/C	N/C	N/C
<b>Operations and Application Support</b>	All relevant services included as a part of Implementation Support	\$334,838	\$357,021	\$348,599	\$355,571	\$1,396,029
<b>Implementation Support</b>	\$232,000*	N/A	N/A	N/A	N/A	N/A
<b>Hart Loyalty Discount</b>	(\$54,252)*					

\*These fees have been included in the Implementation Period payments identified through the Phased Deliverable Schedule.

### C. FIRM DISCOUNT AND PRICING STRUCTURE:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, state, or federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract. Prices quoted herein shall be firm for the duration of the Contract.

#### a. Payment Terms:

- i. Perpetual License and Implementation: For all Perpetual License and Implementation and Integration charges, invoices shall be submitted to the address specified below, upon acceptance of the Software by County, in accordance with Paragraph 38, "Acceptance Testing," of this Contract.
- ii. Recurring Annual Fees: Invoices for any annual software maintenance shall be submitted annually in advance to the address specified below.
- iii. Training: For all training charges, invoices shall be submitted in arrears upon completion of training services.

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the County Registrar of Voters personnel. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the County Executive Office and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when 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 services.

Invoice(s) are to be sent to:

**Attn: Accounts Payable**  
 The County of Orange  
 Registrar of Voters  
 P.O. Box 11298  
 Santa Ana, CA 92711

#### b. Invoicing Instructions:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

- i. Contractor's name and address
- ii. Contractor's remittance address (if different from 1 above)

- iii. Name of County Agency/Department
- iv. County Contract Number
- v. Date of Order
- vi. Product/Service Description, Quantity, and Prices
- vii. Sales Tax, if applicable
- viii. Contractor's Federal I.D. number
- ix. 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. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the auditor-controller for processing of payment.

c. Payment (Electronic Funds Transfer EFT):

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the proposal.

**EXHIBIT A**  
**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT**  
**CERTIFICATION REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of Contract, the successful Contractor must furnish to the Contract Administrator, Purchasing Agent, or the agency/department Deputy Purchasing Agent:

1. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

*"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract TBD with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.*

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

The successful Contractor may use the forms supplied herein, to furnish required information listed above.

*(Continued)*

**EXHIBIT A**  
**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT**  
**CERTIFICATION REQUIREMENTS – Blank Form**

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

- A. In the case of an individual Vendor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
 D.O.B: \_\_\_\_\_  
 Social Security No: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_  
 \_\_\_\_\_

- B. In the case of a Vendor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: \_\_\_\_\_  
 D.O.B: \_\_\_\_\_  
 Social Security No: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_  
 \_\_\_\_\_

Name: \_\_\_\_\_  
 D.O.B: \_\_\_\_\_  
 Social Security No: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_  
 \_\_\_\_\_

*(Additional sheets may be used if necessary)*

<b>County Use Only</b>	
Department Name	
DPA Name	
Email Address	
Phone Number	