City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

SOFTWARE LICENSE AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND

DFM Associates

This agreement (the "Agreement") is made this **1st** day of **June, 2011**, in the City and County of San Francisco, State of California, by and between: DFM Associates, 10 Chrysler Suite A, Irvine, California 92618, hereinafter referred to as "DFM" or "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Elections wishes to license certain software from Contractor; and,

WHEREAS, Contractor represents and warrants that it is qualified to provide such software and services required by City as set forth under this Agreement.

Now, THEREFORE, the parties agree as follows:

1. Definitions. Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Acceptance	Notice from the City to Contractor that the Licensed Software meets the specifications contained in the Documentation. City's Acceptance of the Licensed Software shall be governed by the procedures set forth in Section 7.
Agreement	This document and any attached appendices and exhibits, including any future written and executed amendments.
Authorization; Authorization document	This Agreement, together with a Purchase Order of the City, properly executed by the Department of Elections and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof.

Priority Category	A priority assigned to an Error, Defect or Malfunction, designating the urgency of correcting an Error, Defect or Malfunction. Assignment of a Priority Category to an Error, Defect or Malfunction is based on City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.
Priority Protocol	Based on the Priority Category, rules specifying the turnaround time for correcting Errors, Malfunctions and Defects; escalation procedures, and personnel assignment.
Source code	The human readable compliable form of the Licensed Software to be provided by Contractor.
Specifications	The functional and operational characteristics of the Licensed Software as described in Contractor's current published product descriptions and technical manuals
Subsequent Release	A release of the Licensed Software for use in a particular operating environment which supersedes the Licensed Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Licensed Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Agreement. Multiple Subsequent Releases may be supported by Contractor at any given time.
Support Services	The support service required under this Agreement. Support Services include correcting an Error, Defect or Malfunction; providing telephone and/or online support concerning the installation and use of the Licensed Software; training in the installation and use of the Licensed Software; on-site consulting and application development services; detection, warning and correction of viruses; and disabled/disabling code.
Upgrade	Either an enhancement to the Licensed Software code to add new features or functions to the system or software programming revisions containing corrections to Errors, Defects and Malfunctions that have been reported by users or discovered by the Contractor.
Warranty Period	A period commencing with the installation of the Licensed Software product during which reported Errors, Defects and Malfunctions for Licensed Software products are corrected without charge in accordance with the provisions below.

law, assignment, purchase, or otherwise, it will provide City, without charge, one (1) copy of the then-current Source Code for all of the programs and all supporting Documentation for the Licensed Software then operating and installed at City's locations. If City should obtain the Source Code and the Documentation pursuant to this section, the only use made of the Source Code and the Documentation will be for the proper maintenance of the Licensed Software in connection with City's use of the Licensed Software as provided for, and limited by, the provisions of this Agreement.

In furtherance of its obligations as stated above, Contractor will place in escrow a copy of the Source Code which corresponds to the most current version of the Licensed Software. Contractor agrees to update, enhance or otherwise modify such Source Code promptly upon its release of a new version of the Licensed Software to its other Licensees such that the Source Code is maintained as corresponding to the newest released version of the Licensed Software. The Contractor shall provide documentation confirming the addition of the City as a beneficiary to the Contractor's Source Code escrow agreement at the conclusion of Acceptance Testing.

b. **Restrictions on Use.** City is authorized to use the Licensed Software only for City's internal purposes and only on the Designated CPU or the Designated Site specified in the Authorization Document. City agrees that it will, through its best efforts, not use or permit the Licensed Software to be used in any manner, whether directly or indirectly, that would enable any other person or entity to use the Licensed Software on other than the Designated CPU or Site.

c. **Use on other than Designated CPU or Site.** A single back-up or replacement CPU may be used as a substitute for a Designated CPU at any time, provided that City provides Contractor with written notice of such hardware substitution, including information regarding the replacement hardware as required for the Designated CPU pursuant to this Agreement, that City refrain from using the Licensed Software simultaneously on both the Designated CPU and the substitute CPU, and that the Licensed Software be removed from or rendered inoperable on the Designated CPU by the City in a timely manner subsequent to installation of the Licensed Software upon the substitute CPU.

For the purpose of any bona fide City disaster recovery plan or with respect to the use of computer software in its municipal operations, City may make one copy of the Licensed Software for archival purposes and use such archival copy on a CPU other than the Designated CPU, or at a site other than the Designated Site, so long as such alternative CPU or site is owned or controlled by City. The use of such archival copy shall be limited to (1) the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness and (2) during any period subsequent to the occurrence of an actual disaster during which the City cannot operate the Licensed Software on the Designated CPU or at the Designated Site. City agrees to furnish evidence of its disaster recovery plan and procedures upon Contractor's request.

d. **Transfer of Products.** City may move the Licensed Software and supporting materials to another City site which physically replaces the original installation site upon prior written notice to Contractor.

e. **Documentation.** Contractor shall provide City with the Licensed Software specified in the Authorization Document, and a minimum of two copies of the Documentation per installation. Contractor grants to City permission to duplicate all printed Documentation for City's internal use.

Software to perform in accordance with the Specifications as set forth in the Documentation; (ii) Contractor will provide without additional cost to the City whatever improvements, enhancements, extensions and other changes to the Licensed Software Contractor may develop; (iii) Contractor will update the Licensed Software without additional cost to the City to cause it to operate under new versions or releases of the operating system specified in the Authorization Document so long as such updates are made generally available to Contractor's other Licensees; and (iv) whenever federal, state, or local laws require system upgrades and enhancements the Contractor will modify the Licensed Software to comply with these laws without charge to the City.

      b.   **Charges**

          1)   **Limited Term License.** When the license term specified in the Authorization Document is less than perpetual, all charges for maintenance and support are included in the periodic license or rental fee.

          2)   **Perpetual License.** Where the license term specified in the Authorization Document is perpetual, all charges for maintenance and support are as follows:

               (a)   **Periodic Payment License.** If the license fee specified in the Authorization Document is payable in periodic payments, there will be no additional charge for maintenance and support during the period for which such periodic payments are payable or the first year of the term, whichever is longer.

               (b)   **Lump Sum Payment Licenses.** If the license fee specified in the Authorization Document is payable in one lump sum, there will be no additional charge for the maintenance and support during the first year of the term.

      c.   **Charges for Subsequent Years.** For each year after the period for which periodic payments are payable, or each year after the first year of the lump sum payment license, as the case may be, Contractor will continue to provide City with the maintenance and support services as described in subsection A above, provided City issues a purchase order or modification to this License Agreement and pays Contractor in advance the annual maintenance and support charges then in effect. As set forth herein and in Appendix D, there will be no additional charges for support and maintenance in the first year of the term. The annual maintenance and support fee for the second year of the term is set forth in Appendix D. If there is an increase in annual maintenance and support charges in any year thereafter, Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the annual maintenance period then in effect. Annual maintenance and support charges shall not increase more than 7 % of the rate of the year immediately prior to such increase. Contractor will make maintenance and support services available to City for a minimum of 9 years.

11. Warranties: Right to Grant License. Contractor hereby warrants that it has title to and/or the authority to grant a license of the Licensed Software to the City.

12. Warranties: Conformity to Specifications. Contractor warrants that when the Licensed Software specified in the Authorization Document and all updates and improvements to the Licensed Software are delivered to City, they will be free from defects as to design, material, and

the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

16.   Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique identifying number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in Section 31 "Notices to the Parties."

17.   Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f= templates$fn=default.htm$3.0$vid =amlegal:sanfrancisco_ca. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

18.   Taxes. Except for California sales and/or use taxes (which Contractor shall collect from City in addition to the applicable contract price and remit to the State of California, Board of Equalization), payment of all taxes, including possessory interest taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor.

19.   Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work,

any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

23. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

27. Nondisclosure. City agrees that it shall treat the Licensed Software with the same degree of care as it treats like information of its own, which it does not wish to disclose to the public, from the date the Licensed Software is Accepted by the City until the license is terminated as provided herein. The obligations of the City set forth above, however, shall not apply to the Licensed Software, or any portion thereof, which:

    a.   is now or hereafter becomes publicly known;

    b.   is disclosed to the City by a third party which the City has no reason to believe is not legally entitled to disclose such information;

    c.   is known to the City prior to its receipt of the Licensed Software;

    d.   is subsequently developed by the City independently of any disclosures made hereunder by Contractor;

    e.   is disclosed with Contractor's prior written consent;

    f.   is disclosed by Contractor to a third party without similar restrictions.

28. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data.

29. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

30. Termination

    a.   **Basis for Termination of Software License by Contractor.** Contractor shall have the right to terminate this Agreement if City is delinquent in making payments of any sum due under this Agreement and continues to be delinquent for a period of ninety days after the last day payment is due; provided, however, that written notice is given to City by Contractor of the expiration date of the ninety-day delinquency period at least ten days prior to the expiration date or, to terminate this Agreement if City commits any other breach of this Agreement and fails to remedy such breach within thirty days after receipt of written notice by Contractor of such breach.

    b.   **Basis for Termination of Software License by City.** City shall have the right, without further obligation or liability to Contractor (except as specified in Sections 29

31.   Notice to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, and e-mail, and shall be addressed as follows:

To City: John Arntz, Director
                Department of Elections
                1 Dr. Carlton B. Goodlett Place
                City Hall, Room 48
                San Francisco, CA
                94102-4608
                john.artnz@sfgov.org

To Contractor: Mr. Thomas G. Diebolt, President
                DFM Associates
                10 Chrysler Suite A
                Irvine, California 92618

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

32.   Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect.

33.   Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

34.   Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by

facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

39. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

40. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

41. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

42. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

43. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

44. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.

45. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws.

46. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any

those of its employees with a need to know. Recipient agrees to use reasonable care, but in no event no less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure, publication and dissemination of Confidential Information. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Discloser. Recipient may disclose Confidential Information if required by any judicial or governmental order, provided that Recipient takes reasonable steps to first give Discloser sufficient prior notice to contest such order.

51. **Confidential Information** shall not include information that: a) any information publicly disclosed by Discloser; b) any information Discloser in writing authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; e) any information Recipient independently develops without use of or reference to Discloser's Information; or f) any information that is disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order and sufficient notice is given by the Recipient to the Disclosing Party to seek an appropriate protective order or exemption from such required, request or order.

52. **Compliance with Public Disclosure Laws.** Notwithstanding anything to the contrary herein, if and to the extent any Confidential Information may be subject to disclosure by Recipient pursuant to federal, state, or local law, including the California Public Records Act or the San Francisco Sunshine Ordinance, or a court order, Recipient may disclose such Confidential Information to the extent required thereby, and such disclosure shall not be deemed a violation of this Agreement. In the event Recipient receives a request or court order covering the Confidential Information, Recipient shall give five (5) days notice to Discloser prior to disclosing such Confidential Information where possible and will make reasonable efforts to notify Discloser in advance if Recipient determines that it must disclose any information provided pursuant to this Nondisclosure Agreement and which Discloser has identified as confidential, proprietary, trade secret, or otherwise protected from disclosure. In the event Recipient receives a request for disclosure of such information, Recipient shall inform Discloser either that the County will refuse to disclose the protected information or, if there is no proper basis for such refusal, that Recipient intends to disclose the information unless ordered otherwise by a court. Nothing herein shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law. Recipient's obligations under this Section are limited to proprietary, trade secret or otherwise protected information that is provided to Recipient pursuant to this NDA and identified on the face of each page of the document as proprietary, trade secret or otherwise protected from disclosure.

53. **Limited Warranty _ Specified DFM Software.** This section applies after the warranty period specified in Section 12. DFM warrants, for the sole benefit of the City and no other person or entity, that the DFM Software shall be capable of performing to the specifications contained in the Documentation. After the warranty period specified in Section 12, this is DFM's sole express warranty with respect to any DFM Software. Any claim by the City against

(c) As a result of or in any way connected with the City's failure or refusal to use the Specified Operating System Software or to upgrade its Computer Hardware as requested by DFM; or

(d) As a result of or in any way connected with errors that result from errors in any of the City's Data.

55. **Disclaimer of Warranties DFM Software.** DFM DOES NOT REPRESENT OR WARRANT THAT THE DFM SOFTWARE WILL BE FREE FROM ERRORS OR THAT ALL NON-MATERIAL ERRORS IN ANY DFM SOFTWARE WILL BE CORRECTED. THE WARRANTIES STATED IN SECTIONS 11, 12 AND 53 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY DFM. THERE ARE NO OTHER WARRANTIES RESPECTING THE DFM SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM.

56. Limitation on Liability and Remedy. THE CITY ACKNOWLEDGES THE COMPLEXITY AND INTERRELATIONSHIPS OF EACH OF THE COMPONENT AND CONSTITUENT PARTS COMPRISING THE LICENSED SOFTWARE. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT THE AMOUNT WHICH CONTRACTOR IS CHARGING FOR THE LICENSED SOFTWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY CONTRACTOR OF THE RISK OF THE CITY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE OUT OF CONTRACTOR'S PERFORMANCE OF THIS AGREEMENT. ACCORDINGLY, THE CITY AGREES THAT CONTRACTOR SHALL NOT BE RESPONSIBLE TO THE CITY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF CONTRACTOR'S PERFORMANCE OF THIS AGREEMENT.

The limitation set forth above shall not apply to liability resulting from the contractor's breach of the following sections:
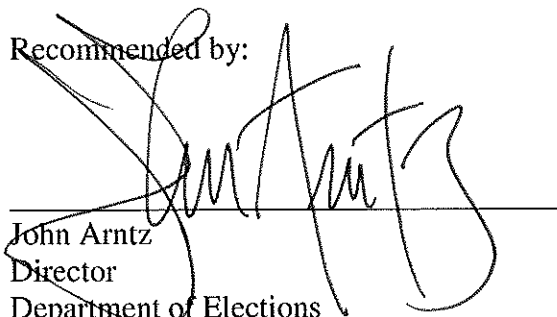
13. Infringement Indemnification
17. Submitting False Claims; Monetary Penalties
23. Insurance
24. Indemnification and General Liability

The parties further stipulate and agree that the limitation set forth above shall not apply to damages caused by default, statutory damages specified in this Agreement, damages caused by Contractor's gross negligence, reckless conduct or willful acts or omissions, claims of bodily injury or wrongful death, punitive or treble damages, and that they do not intend for punitive or treble damages to be considered consequential, indirect or special damages for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.
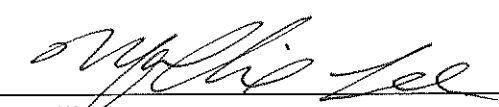
CITY

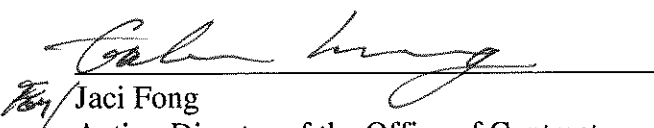Recommended by:

_____
John Arntz
Director
Department of Elections

Approved as to Form:

Dennis J. Herrera
City Attorney
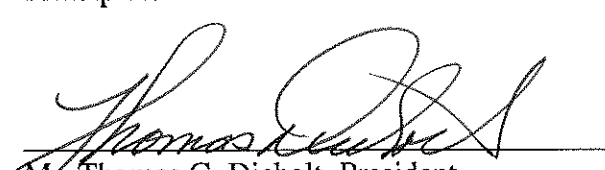
By: _____
Mollie Lee
Deputy City Attorney

Approved:

_____
Jaci Fong
Acting Director of the Office of Contract
Administration, and
Purchaser

CONTRACTOR

DFM Associates

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

_____
Mr. Thomas G. Diebolt, President
DFM Associates
10 Chrysler Suite A
Irvine, California 92618

City vendor number: 06452

Appendices

A: Performance Requirements
B: Scope of Work
C: Maintenance and Support
D: Fee Schedule
E: Hardware and Ancillary Software Specifications

Appendix A
Performance Requirements: Election Management System

The Licensed Software must be capable of being modified to continue to meet all requirements of the California Elections Code and other applicable regulations and laws. These modifications are the responsibility of the Contractor with the updates provided to the City's Department of Elections ("Department").

In addition to and in conjunction with the services outlined in this Agreement and appendices, during the term of the Agreement the Licensed Software shall provide the following functions.

1. Specified Configuration: Hardware and Software Requirements

See Appendix E - Hardware and Ancillary Software Specifications for the required hardware and ancillary software environment for the Licensed Software.

2. Security
The Licensed Software shall provide features that ensure data file integrity, allow selective access, prevent unauthorized access, provide audit trails for work performed and provide audit trails of who performed the work. The Licensed Software shall be integrated with the Department's network log-on to allow access to the Licensed Software without requiring a separate user account. The Licensed Software will allow the Department to set time limits to the time any password will allow access which can be set to automatically expire according to schedules set by the Department.

3. Entering and Verifying Voter Registration Information
The Licensed Software shall:

    a) provide an efficient and logical means of storing scanned images such as registration cards and signatures.

    b) allow for the modification of index fields for different versions of the California voter registration form.

    c) provide screen layouts that are in a format consistent with current registration forms and able to be modified to match changes in the formatting of future California voter registration forms.

    d) provide methods to verify the data entered into the Licensed Software.

    e) permit scrolling forward and backward from point of entry, one screen at a time, through specific batches of voters or the entire table of registered voters.

    f) ensure that any voter registering to vote will be eighteen (18) years of age on or before the next election.

    g) produce, either in batch or on demand for individual voters, Voter Notification Cards on accepted forms pursuant to California Election Code § 2155.

    h) provide an efficient mechanism to check for duplicate registrations.

    i) provide for the ability to prepare and print user-defined notices that either request additional registration information from registrants or give the reason for rejection when a voter registration affidavit is incomplete.

    j) have the capability of holding a voter record until the missing data is entered into the Licensed Software.

    k) seamlessly interface with VoteCal and CalVoter

b) allow for automated batch processing of bar-coded incoming envelopes (vote-by-mail ballots, undeliverable ballots, address changes, etc). The batch of envelopes/postcards will be scanned in a high-speed scanner supported by third-party applications, and the voters' records retrieved and displayed side-by-side in the same order as the batch. The voters' records will be displayed concurrently with the scanned image of the envelope/card so processing can be completed.

c) accept electronically the National Change of Address (NCOA) data from Calvoter and other sources. Name and address fields in the database must be structured and printed on mailings so as to conform with and allow update via the Address Change Service and/or NCOA.

d) allow users to scan and digitally store voter registration cards and additional voter-related documents, create a signature clip and enable staff to re-clip signature when more recent signatures are received, while maintaining links to the previous signature files from within specific voters' files.

e) provide for a quick and efficient means of uploading information obtained from scanning precinct rosters and then updating and tracking individual voter histories.

7. Voter and Transaction history
The Licensed Software shall:

a) maintain records of all active and inactive voters in accordance with California state law.

b) allow inquiry of registration information by name, address, date of birth, voter ID numbers, any combination thereof, and by using optional wildcard characters.

c) provide an audit trail of all transactions on each voter record.

d) record voter history for all elections without limit of time or the number of elections.

e) provide a method to print confirmation letters to mail to voters whenever changes occur to their registration records.

f) allow Department to manage voter status (inactive, cancelled, etc.) according to criteria specified by California state law.

g) identify inactive voters and cancelled voters and provide a means to move an inactive voter or a cancelled voter to active status.

h) provide for a means of producing reports of voting history by user-defined areas, districts, precincts, etc., in commonly accepted formats.

i) produce daily audit trail reports for such actions related to changes, additions, deletions, etc.

j) maintain a historical record of all transactions such as additions, deletions, changes, etc., and record all transactions according to user, terminal, date, and time.

8. Accounting for Voter Registration Forms
The Licensed Software shall:

a) provide methodologies that allow for the tracking of registration cards provided to individuals, campaigns, NVRA agencies, etc., for registration drives and a means of tracking the registration forms as they are returned and entered into the Licensed Software.

b) provide for the recording and reporting of the sources of registration information, e.g., DMV, Social Services, and other agency-based registration points listed under NVRA, for new applications or changes in registrant information.

2. Calculating/flagging period of time required to be domiciled in a county/state/district and/or registered to vote at the time potential candidates file an intent to run for specific offices
3. Calculating/flagging the period of registration required to run for a partisan office
4. Flagging candidates who live out of the district at the time a declaration of intent is filed
5. Creating Certificates of Election for winning candidates
6. Creating reports based on any of the above

And also provides the following alternate data fields, and the capability to selectively print the data:

1. Registered address
2. Contact address
3. Public contact telephone number
4. Public e-mail address

b) provide a candidate filing system with the ability to electronically transfer pertinent candidate data to external systems such as the Department's voting system, and to outside entities by fax or e-mail.

c) provide a candidate petition tracking capability and produce required statistical report; must include computation of prorated filing fees and the number of supplemental signatures required.

d) provide online inquiry by residence address to list a candidate's or voter's political subdivisions.

11. Petition Processing

The Licensed Software shall:

a) allow for users to process and track progress in reviewing the names and signatures on filed petition.

b) interface with the signature verification system for comparison of signatures to the original voter registration signature.

c) track and maintain an ongoing list of valid and invalid signatures by affidavit numbers.

d) flag voter files to prevent acceptance of multiple signings on a petition by one person.

e) establish customized 'challenge codes' for signatures not accepted and allow users to create or delete 'challenge codes' as needed.

f) possess the capability of allowing the Department to concurrently review multiple petitions.

g) provide flexible reporting methods that allow for modifications.

h) set required parameters for accepting petition signatures and enable automatic disqualification of signers due to wrong districts or party affiliations.

i) effectively detect and track statistics for other reasons for disqualifying signers (no signature match, not registered, etc.).

j) allow voter searches while in petition mode (by address, first name, last name, ZIP code, or combinations of these).

i) calculate payout data for poll workers and export data in flexible text and spreadsheet formats.
j) track performance for each poll worker through a numerical rating system.
k) maintain files for poll workers even if their voter registration status becomes inactive or is cancelled.
l) have the ability to create ad-hoc files that the Department can format for specific purposes.
m) produce the following reports and printed materials based on print job criteria specified.
   1. Assignment notices
   2. Master poll worker list
   3. Poll worker required/scheduled list
   4. Poll worker earning report
   5. Assigned poll worker list
   6. Poll worker mailing labels
   7. Training class attendance report

n) assist in the recruitment of poll workers by tracking contact information, including phone number lists, mailed letters, address labels, etc.
o) allow poll worker data to flow from voter database so voter address changes are shown in poll worker module.
p) have the capability to assign different poll workers to the same precinct in an election, to accommodate two separate days of polling place voting countywide.

14. Polling Place Administration
The Licensed Software shall:

a) establish, identify, and maintain information to include, but not be limited to, the following for each polling place:
   1. site name, precinct number, address, cross streets, contact name(s), and telephone number(s)
   2. precinct in which polling place is physically located, if outside of the boundaries of assigned precinct(s)
   3. fees and rental charges
   4. additional supplies needed (table, chairs, extension cords, etc.)
   5. delivery requirements, instructions, schedule
   6. level and description of accessibility
   7. physical dimensions of polling place
   8. availability of parking, telephones, restrooms
   9. tax number of polling place owner
   10. poll worker(s) associated with a specific polling place
   11. comments on fields

b) maintain histories of polling sites, e.g., whether the polling site was available for use, if it was used, and for what precinct it was used.
c) allow the storage of and linking to digital images that the Department obtained during the surveying of possible polling places.

Appendix A
Performance Requirements: Election Management System

16. Election Reports
The Licensed Software shall have the capability to create flexible, customized reports on an ad-hoc basis. More specifically, the Licensed Software shall:

a) export data to text files, Excel spreadsheets, and Access databases.
b) provide export parameters that include: jurisdiction, date registered, date voted, date vote-by-mail ballot received, and permanent vote-by-mail voters.
c) provide access to data tables or views of key data using an ODBC connection.
d) provide secure, web-enabled features for voters to look up data about their registration.
e) allow for the design and production of rosters with flexible layouts and precinct combination options that are in compliance with HAVA requirement to flag certain first-time voters to provide identification.
f) produce reports of various voter registration activities, including NVRA reports.
g) download files of registered voters compliant with California Secretary of State requirements, including signature file embedded in voter records.
h) create reports and generate correspondence to voters on an ad-hoc basis.
i) ability to create new, user defined reports using Crystal Reports.
j) incorporate access to pre-designed reports .

17. Public Access Workstations:
The Licensed Software shall:

a) have the capability of suppressing selected data so that the Department can allow the public to use the Licensed Software at accessible workstations in the Department's office to view non-confidential information.

18. Phonebank/Customer Service
The Licensed Software shall provide a phone bank/customer service module capable of:

a) tracking voter requests by inputting information into a transaction log.
b) printing labels instantly for the purpose of mailing election materials.
c) displaying and printing maps of polling place locations/directions, precinct lines, and/or district lines,
d) printing a report/history of voter requests for, vote-by-mail ballots, voter registration cards, cancellations, etc.
e) Track organization, person, e-mail address, payment information, remarks, cost and processing time for voter record extracts.

Appendix B
Scope of Work

In addition to and in conjunction with the services outlined in this Agreement and appendices, during the term of the Agreement the Contractor shall provide the following services and support.

1. Designated Site and Designated CPUs

The Designated Site where the Licensed Software shall be installed and operated is the computer room within the offices of the Department of Elections in San Francisco City Hall, located at the following address:

Department of Elections
1 Dr. Carlton B. Goodlett Place
City Hall, Room 48
San Francisco, CA 94102-4608

The Designated CPUs are the Database and Application Servers listed in Appendix E.

2. Installation and Project Management

The Contractor shall install, integrate and test the Licensed Software at a date and time designated by the Department. The Contractor shall provide a Project Manager and adequate personnel to complete these tasks.

Prior to beginning installation, the Contractor shall provide the Department with a detailed installation plan, subject to Department review and approval. This plan shall include:
   a) An illustrative installation work plan, indicating which tasks are the responsibility of the Department and which are the responsibility of the Contractor, and which defines the responsibilities assigned to the Contractor's personnel.
   b) A description of each task and the number of person days required.
   c) A proposed, detailed timetable on all aspects of the installation, including the review of data tables, hardware implementation, training, system testing, etc.
   d) A listing of all stakeholder meetings required for implementation for such areas as the design of menu screens, designing reports and forms, pre-installation tasks, etc.

The Contractor shall notify the City in writing when the Licensed Software is installed. The City shall then verify whether it is able to log into the Licensed Software and perform maintenance and look-up functions on its core databases. When the City is able to log in and perform these functions, the City shall notify the Contractor in writing that installation is complete.

3. Acceptance Testing

The Contractor shall develop an Acceptance Testing Plan of the Licensed Software, subject to the review and approval of the City. Once the Acceptance Testing Plan is completed, the Contractor shall test the Licensed Software to ensure that it performs to the specifications detailed in this Agreement. The Contractor's testing is subject to review and acceptance or rejection by the City. The Contractor shall assign a Project Manager to direct all aspects of the implementation of the Licensed Software for the Department.

b) Ensure that all hardware and software elements of the Licensed Software are operating according to the Contractor's specifications and the requirements of the Agreement and appendices;
c) Prepare all testing material and devices;
d) Incorporate existing Department data and tables into the Licensed Software ;
e) Transmit voter registration information to the California Secretary of State for verification; and
f) Verify and confirm in writing to the Department that the Licensed Software performs in accordance with the Secretary of State's statewide database.

Subject to Section 7 of this Agreement, and notwithstanding the cumulative time allowed for the steps of the acceptance testing set forth above, the Contractor shall have 90 days from the completion of installation of the Licensed Software to obtain the City's acceptance of the completed acceptance testing.

4. Training of Department Personnel

The Contractor must provide Department staff comprehensive training in all hardware, software, testing, operation, and maintenance elements of the Licensed Software.

The Contractor shall provide the Department with training materials prior to the Contractor initiating training of the Department's personnel. These materials shall include a syllabus that provides a listing of topics covered at each training session, the dates and times of each session, and the materials that the Department must provide for the training sessions. The Department shall designate personnel who will require training sufficient to manage the Licensed Software for the Department and who will perform the technical maintenance of the Licensed Software and who will be responsible for customizing the system annotation and assigning security passwords and levels of access. The Contractor shall also provide training without cost to the Department whenever employee turnover requires new personnel to manage the Licensed Software for the Department and who may not have experience using and managing the Licensed Software.

Training of Department staff shall include, but not be limited to: Licensed Software implementation; Licensed Software operation; voter registration processes; precinct worker information; polling place information; reprecincting, redistricting, and GIS mapping operations; candidate filing processes; petition processing; and vote-by-mail processes. The Department shall, in its sole discretion, identify its personnel for this training. The Contractor shall provide this training during the first year of the Agreement, prior to the first election following the effective date of the Agreement, and shall provide upon the Department's request training support throughout the term of the Agreement.

Materials
The Contractor shall:
a) develop and document vote-by-mail and early voting procedures and logistics (e.g., issuing ballots, printing labels, signature verification);
b) develop and document provisional voting procedures;
c) develop and document troubleshooting procedures; and,
d) document all maintenance of the Licensed Software.

Operational Training

compatibility requirements, equipment interface requirements, and a description of the System operating environment;

b) a System Software specification that includes specifications for the System operating environment and interface between hardware components, software components and operator/user functions, and software test and verification specifications;

c) a Systems operations manual that describes the System's hardware and application software components, operational features and procedures for invoking them, and the support resources required to sustain System operation; and

d) System maintenance procedures that identify all maintenance and repair operations that can be performed by Department staff, with the procedures required to trouble-shoot malfunctions for fault detection, fault isolation, equipment alignment or adjustment, and removal and replacement of failed components.

The Contractor shall update these procedures when necessary, provide written updates to the Department, and train Department staff concerning the updated procedures.

The Contractor shall provide the most current version(s) of the system documentation set forth above at the conclusion of Acceptance Testing.

Appendix C
Maintenance and Support Services

In addition to and in conjunction with the services outlined in this Agreement and appendices, during the term of the Agreement the Contractor shall provide the following services and support.

1.   Maintenance

The Contractor shall provide the personnel and material required to perform maintenance of each component of the Licensed Software during the term of the Agreement.

In addition, the Contractor shall maintain a quality control system, covering all aspects of the design, fabrication, testing and delivery of the Licensed Software, including any modifications made thereto. This quality control system will include documentation of all inspections and tests performed on all components of the Licensed Software and any modifications made to the Licensed Software.

2.   Troubleshooting and Technical Support

The Contractor shall provide prompt and thorough responses to all problems that arise concerning the Licensed Software.

In accordance with the Priority Categories listed in Section 3 below, the Contractor shall immediately respond to and resolve problems that arise on or close in time to the Department reporting problems to the Contractor. The Contractor shall provide a Project Manager either on-site or from a remote location for troubleshooting during the most critical periods of elections preparation, as specified by the Department, and during Election Day. In accordance with the Priority Categories, the Contractor shall promptly acknowledge each problem, propose a solution, and propose a timeline for the solution to be implemented. During the course of resolving the problem, the Contractor shall provide a means for the Department to track the troubleshooting process. The Contractor shall also document the problem, proposed solution, and actual solution in writing to the Department. In addition, the Contractor shall track and maintain a written history of which components of the system experienced problems and the action taken to resolve the problems, and provide this record to the Department on a quarterly basis.

The Contractor shall provide support using on-line documentation of all processes. Additionally, the Contractor shall offer an on-line help feature allowing the Department to submit problems and receive resolution using this on-line feature.

The Department shall be able to simultaneously operate on separate servers the live version of the current Licensed Software, test versions of the same Licensed Software, and/or newer versions of the Licensed Software the Department has yet to put into service. The test versions of the software shall allow the Department to recreate problems occurring in the live version in order to resolve such problems, and to train personnel on upgraded versions of the software.

The Contractor shall provide operational support that will provide for real-time resolution of problems that develop while the Department uses the Licensed Software. The Contractor shall provide adequate personnel who have the skills necessary to provide operational support to the Department during the Department's critical use periods. During the term of the Agreement, the Contractor shall establish and staff a hotline with which the Department can phone or e-mail the Contractor to request resolution to problems with the Licensed Software. The Contractor must have

Appendix C
Maintenance and Support Services

normal business hours through Contractor's established paging service available by dialing Contractor's main office number (231-938-5959). Hotline support shall be available by electronic bulletin board, electronic mail or other service 24-hours a day, seven-days a week. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction in the Licensed Software.

5.   City Responsibilities Related to Support.

City shall use reasonable efforts to make available to Contractor reasonable access to the equipment on which City experienced the Error, Defect or Malfunction, the Licensed Software and all relevant documentation and records. City shall also provide reasonable assistance to Contractor, including sample output and diagnostic information, in order to assist Contractor in providing Support Services. City shall be responsible for the interface between the Licensed Software and other software products installed on City equipment. Unless otherwise agreed in writing between City and Contractor, City is responsible for managing and operating any Software delivered under this Agreement.

Appendix D
Fee Schedule

In accordance with Section 14 (Payment) of this Agreement, the Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix B. In no event shall the total costs under this Agreement exceed the amount provided in Section 14 of this Agreement.

Invoices and Insurance Documentation should be sent to:
Department of Elections
1 Dr. Carlton B. Goodlett Place
City Hall, Room 48
San Francisco, CA
94102-4608

Payments for Services
The City will pay Contractor for the license, installation and testing, and maintenance fees per the schedule below. Payments for deliverables will be paid on a "not-to-exceed" fixed price basis. "Not-to-exceed" means that Contractor shall perform its obligations under the Agreement for the amounts listed in the schedule below unless amended in accordance with Section 40 (Modification of Agreement). Partial payments will not be made for deliverables/tasks that are not completed.

For the license, installation and testing, and documentation milestones, payments will be made by City to Contractor within 30 days after the City has received Contractor's invoice, provided that:

1) The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Contractor to the City in accordance with this Agreement;
2) A written status report has been provided to the City by Contractor as part of the Contractor's invoice documenting completion of work in accordance with Appendix B and associated deliverables in accordance with the amounts below for which payment is requested; and
3) Insurance documentation is current in accordance with Section 23 of the Agreement.

Prior to payment, each status report shall be signed by the City's Project Manager indicating his/her agreement with the Contractor's description of completion in the status report.

For maintenance and support services, fees shall commence after the expiration of the one-year warranty period, increasing by no more than 7% each year thereafter. Payments will be made by City to Contractor in advance for each pending year of service within 30 days after the City has received Contractor's invoice, provided that:

1) The City has accepted as satisfactory, in the City's sole and absolute discretion, the maintenance and support services for the prior year rendered by the Contractor to the City in accordance with this Agreement; and
2) Insurance documentation is current in accordance with Section 23 of the Agreement.

Appendix D
Fee Schedule

Contract Deliverables

Deliverable	Amount	Description
Licensed Software	170,820.00	Due net 30 days from signing of Agreement
Installation and Acceptance Testing of All Non-ICR/OCR Elements (Phase 1)	38,982.00	Due net 30 days from acceptance of Phase 1
Installation and Acceptance Testing of ICR/OCR Elements (Phase 2)	52,750.00	Due net 30 days from acceptance of Phase 2
Documentation – Escrow Agreement, Written Procedures, and System Documentation	2,000.00	Due net 30 days from receipt of documentation
Maintenance and Support in Year Two	170,820.00	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Three	170,820.00 - 182,777.40	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Four	170,820.00 - 195,571.80	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Five	170,820.00 - 209,261.80	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Six	170,820.00 - 223,910.20	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Seven	170,820.00 - 239,583.90	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Eight	170,820.00 - 256,354.80	Due net 30 days from receipt of annual invoice
Maintenance and Support in Year Nine	170,820.00 - 274,299.60	Due net 30 days from receipt of annual invoice

Appendix E
Hardware and Ancillary Software Specifications

Contractor acknowledges that the City's hardware and ancillary software listed below are required to support the Licensed Software and meet or exceed the minimum recommended installation and operational specifications provided by Contractor to the City for the Licensed Software to successfully operate. All items, including titles and warranties, shall be purchased by the Department of Elections separate from the Agreement. Items may be replaced or upgraded as necessary.

Database Server
Processors: 2 x Quad Core 2.66 GHz (or better) Intel Xeon
RAM: 12 GB RAM
Storage: 750 GB or greater (RAID 5 with 1 hot spare)
Other: Optional UPS, backup device and backup software.
Software: Microsoft Windows Server 2008 R2
              Microsoft SQL Server 2008 R2
              Microsoft SQL Server CAL (1 per device or user)
              Microsoft Windows Server CAL (1 per device or user)

Two Application Servers
Processors: 2 x Quad Core 2.66 GHz (or better) Intel Xeon Processor
RAM: 8 GB RAM
Storage: 250 GB or greater (RAID 1 minimum)
Other: Optional UPS
Software: Microsoft Windows Server 2008 R2
              Windows Remote Desktop Services CAL (1 per device or user)
              Microsoft Office 2007 Professional or higher
              Business Objects Crystal Reports V11.0 Professional Edition
              Adobe Acrobat Professional V. 8 or higher
              Semaphore Corp ZP4 (Address Standardization Software)

EIMS Scanstation Workstation (minimum)
Processors: Intel® Core™ 2 Duo Processor or equivalent
RAM: 2 GB RAM
Storage: 40 GB
Monitor: 17" screen size
Scanner: TWAIN Compliant Scanner with Automatic Document Feeder and
              Flatbed option
Software: Microsoft Windows XP or greater

Client Workstations
Any Desktop PC that is capable of running Windows Remote Desktop Connection
Monitor: 17 inch Flat Panel Display or greater
Software: Microsoft Windows XP or greater

Printers and Peripherals
HP LaserJet departmental printer or equivalent (1 or more)
DYMO LabelWriter 450 Turbo (at least 1 required)
Worthdata LZ160-USB or equivalent (at least 1 required)
Bryce Envelope Printer (Optional for in-house absentee envelope printing)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sandra Smith		
Alvarado Pacific Insurance Services, Inc. 7777 Alvarado Rd. #605	PHONE (A/C, No, Ext): (619) 668-4600		FAX (A/C, No): (619) 469-1569
	E-MAIL ADDRESS:		
La Mesa CA 91941-3649	PRODUCER CUSTOMER ID #: 00005871		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Federal Insurance Company	20281
	INSURER B: Employers Compensation Ins Co	11512
DFM Associates	INSURER C:	
10 Chrysler	INSURER D:	
	INSURER E:	
Irvine CA 92618	INSURER F:	

COVERAGES   CERTIFICATE NUMBER: CL1012205006   REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR			3535-92-08 WUC / PKG	7/1/2010	7/1/2011	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			7351-34-66	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Non-owned	$ 1,000,000
							Hired/borrowed	$ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE						EACH OCCURRENCE	$
							AGGREGATE	$
	[ ] DEDUCTIBLE [ ] RETENTION $							$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SG87-0110-27736	1/1/2011	1/1/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Gayle Bailey/SRS

ACORD 25 (2009/09)
INS025 (200909)