



ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT

ITD HQ, 393 13TH STREET, OAKLAND, CA 94612 • (510) 481-3700

TIM DUPUIS
CHIEF INFORMATION OFFICER

April 18, 2022

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AUTHORIZE A RENEWAL AGREEMENT (PROCUREMENT CONTRACT NO. 23688) WITH DOCUSIGN TO PROVIDE ELECTRONIC SIGNATURE TECHNOLOGY FOR COUNTY DOCUMENTS NOT REQUIRING THE BOARD PRESIDENT'S SIGNATURE FOR A NOT-TO-EXCEED AMOUNT OF \$363,079 FOR THE TERM OF 5/14/2022 THROUGH 5/13/2023.

Dear Board Members:

RECOMMENDATION:

- A. Approve a Standard Services Agreement, Sole Source Exception #8105 (Procurement Contract No. 23688) with DocuSign (Principal: Chris Harris, San Francisco) for the utilization of electronic signature technology to process County documents not requiring the Board President's signature, for the term of 5/14/22 – 5/13/23, for a not-to-exceed amount of \$363,079; and
- B. Delegate authority to the Chief Information Officer, or his designee, to negotiate and execute the contract subject to review and approval as to form by County Counsel and submit an executed copy of the contract to the Clerk of the Board for filing

DISCUSSION/SUMMARY:

On September 15, 2015 your Board authorized ITD and the Social Services Agency (SSA) to implement a pilot process that would enable both Contractors and SSA staff to renew Community Based Organization Master Contracts with the use of electronic signature technology. Based on the successful results of this pilot project, on April 25, 2017 your Board authorized ITD to expand the use of electronic signature to all Departments and Agencies for internal County documents that do not require the signature of the Board President by adopting the Alameda County Electronic Signature Use Policy. This allowed County staff with proper authorization to sign electronically as allowed by law. County suppliers now have the option of electronically signing and submitting documents.

As a result of the COVID pandemic, the County's eSignature usage has increased by 300%. The ability to obtain valid, verifiable and legally binding signatures from County Staff, County suppliers, and the

public has been essential in maintaining County services during this time. Every County Department now makes use of electronic signatures in conducting business.

The Enterprise Premier Support services provided by DocuSign as part of the one year license in the amount of \$65,473.14 requires Board approval as it exceeds the threshold established by the Purchasing Department of \$25,000 maximum for contractual services.

This action would renew the current licensing requirements for one year for DocuSign Enterprise Pro Edition; Premier Support; DocuSign Connector – Salesforce; and DocuSign Connector – Microsoft SharePoint licenses at the annual rate of \$363,079.

In the interest of meeting necessary project deadlines and to insure continuity and uninterrupted service of the DocuSign eSignature capability, it is requested that your Board delegate signing authority to the CIO.

SELECTION CRITERIA AND PROCESS:

DocuSign is the sole authorized provider of this product and services. On 04/12/2022 the General Services Agency signed and approved a Finding of Non-Competition, Sole Source #8105 as per section V, Item A: Licensing renewal for maintenance of software and operating systems only available from a single source or from its original developer or manufacturer. Therefore, competitive quotations are not possible.

Additionally, SLEB Waiver #:8141 has been issued by the Office of Acquisition Policy on 04/14/22, as SLEBs are not large enough to service this account and are not absolutely compatible. It expires on 05/13/2023.


FINANCING:

Appropriations for this contract are included in the ITD Fiscal Year 2021-22 Approved Budget and in the ITD FY2022-23 MOE Budget. No additional appropriation is required, and there will be no increase to net County cost.

VISION 2026 GOAL:

The provision of DocuSign for eSignature meets the 10X goal of **Accessible Infrastructure** in support of our shared vision of a **Healthy Environment**.

Sincerely,

DocuSigned by:

C504117C2A294A7...
Tim Dupuis
CIO

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: DocuSign, Inc. DEPT #: 380100

TITLE/SERVICE: eSignature License and Support

DEPT. CONTACT: Indrani Menaka PHONE: (510) 481-4110

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here:
912183967
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES** **NO**

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS **YES** **NO**

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week? () ()

IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Contractor Signature	Agency/Department Head/Designee Signature Tim Dupuis
Printed Name	Printed Name
Date	Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of April, 15, 2022, is by and between the County of Alameda, hereinafter referred to as the “County”, and DocuSign, Inc., hereinafter referred to as the “Contractor,” and amends and restates the Standard Services Agreement between the parties referenced on the Order Form Quote Number Q-00751713 (the “**2022 Order Form**”). As of the date of last signature set forth below, the parties acknowledge and agree that this Agreement replaces in its entirety the Standard Services Agreement dated May 04, 2021 for Quote Number Q-00531097, which the County hereby terminates pursuant to Paragraph 20 of said agreement.

WITNESSETH

Whereas, County desires to obtain eSignature License and Support services which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide eSignature License and Support services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
 - Exhibit A-1: Specific Requirements/Description of Services
 - Exhibit A-2: 2022 DocuSign Order Form
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements
- Exhibit F The Iran Contracting Act (ICA) of 2010

In the event of any inconsistencies between the General Terms and Conditions below and the terms and provisions of any Exhibits above, the terms and provisions of the General Terms and Conditions shall control.

The term of this Agreement shall be from May 14, 2022 through May 13, 2023.

The compensation payable to Contractor hereunder shall not exceed *three hundred sixty-three thousand seventy-eight and 34/100 dollars* (\$363,078.34) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

DOCUSIGN, INC.

By: _____
Signature

By: _____
Signature

Name: Tim Dupuis
(Printed)


Name: _____
(Printed)

Title: CIO

Title: _____

Date: _____

Approved as to Form, Donna Ziegler,
County Counsel for the County of Alameda:

By:  _____
78FBB13C28E44EF...
Raymond Lara
Senior Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor warrants that (i) during the applicable Term, the Contractor Services, when used as authorized under the Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services; and (ii) Contractor will use commercially reasonable efforts to ensure that the Contractor Services do not introduce files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses into County's system. County's sole and exclusive remedy for any breach of these warranties by Contractor is for Contractor to repair or replace the affected Contractor Services to make them conform, or, if Contractor determines that the foregoing remedy is not commercially reasonable, then either Party may terminate the Agreement.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

2. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
3. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract

not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

4. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

6. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
7. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
8. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
9. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
10. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

11. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

12. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Information Technology Department
393 13th Street
Oakland, CA 94612-2636
Attn: Menaka Indrani

To Contractor: DocuSign, Inc.
221 Main St. #1000
San Francisco, CA 94105
Attn: Legal Department

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective

as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

13. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

15. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

16. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3)

years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its eSignature License and Support services shall not exceed \$363,078.34 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
20. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract.

Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

- 21. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 22. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 24. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and

includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

25. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
26. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including,

without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
 31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
 32. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
 - a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor

Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
33. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
34. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

- A. The following is added to Paragraph 1, at the end of the first paragraph

The County shall provide Contractor prompt written notice of the claim and provide Contractor assistance in connection with the defense and settlement of the claim (as long as the settlement does not include any payment of any amounts by or any admissions of liability, whether civil or criminal, on the part of the County) as Contractor may reasonably request. The indemnification provision applies to any third party claims.

- B. Paragraph 2, INDEMNIFICATION, is amended as follows:

The second to last sentence of the first full paragraph (The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.) is deleted and replaced with the following two sentences:

Contractor agrees that it will defend any third party claim hereunder with legal counsel that has an AV rating or an AmLaw rating of at least 200. The County may participate in the defense of any such claim with its own counsel, paid for by County, without relieving Contractor of any obligation hereunder.

- C. Paragraph 11 OWNERSHIP OF DOCUMENTS, is deleted and replaced with the following:

Paragraph 11 OWNERSHIP:

- a. Contractor owns various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature and notary system. County's rights with respect to the foregoing are limited to the rights to use the DocuSign Products that are granted under this Agreement for the purposes contemplated by this Agreement, and no other. Contractor does not license or transfer to County, or any Authorized User or other third party, any of Contractor's technology or other intellectual property rights. All right, title, and interest in and to Contractor's technology and intellectual property, whether patent, copyright, trade secret, trademark, service mark or moral rights, remain solely with Contractor at all

times. County will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Products or technologies.

- b. Contractor hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks titles, and logos ("Licensed Marks") solely for the purposes of identifying Contractor's products and services. Data and information owned by County that is processed using the Subscription Service is and will remain, as between County and Contractor, owned by County.
- c. Any materials provided by County to Contractor specifically for use by Contractor in the course of the Professional Services ("County Materials") will be used and disclosed solely as required to perform the Professional Services. As between the parties, County will continue to own the County Materials.
- d. Except as expressly set forth to the contrary in a Work Order, all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information conceived, discovered, developed or otherwise made by Contractor, solely or in collaboration with others: (a) in the course of performing the Professional Services; or (b) that form all or part of a deliverable provided as part of the Professional Services, whether developed as part of the Professional Services or separately, but excluding County Materials (collectively, "Inventions"), is and will remain the property of Contractor.
- e. Contractor hereby grants to County a nonexclusive, perpetual, worldwide, royalty-free license to use, copy, modify, and prepare derivative works of the Inventions solely for purposes of County's business operations. The rights granted to County in this Paragraph 11 are not assignable or transferable, by operation of law or otherwise, without the advance written consent of Contractor. Any assignments or transfers in violation of this Paragraph 11 will be void. Any works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information conceived, discovered, developed or otherwise made by County, in collaboration with Contractor, for use by County that interacts with DocuSign, may be assigned or transferred, by operation of law or otherwise,

without the advance written consent of Contractor to other public entities by County.

- f. In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid license rights as to that Contractor's products. Contractor agrees to defend, indemnify and hold the County harmless from any third party claim resulting in damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

- g. Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any third party claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such County Materials.

D. The following is added at the end of Paragraph 12, CONFLICT OF INTEREST; CONFIDENTIALITY:

Confidential information does not include any information that: (a) was known to recipient before receiving it from the disclosing party; (b) is independently developed by Recipient without use of or reference to any Confidential Information of the other party; (c) is acquired by Recipient from another source that did not receive it in confidence from the other party to this Agreement; or (d) is or becomes part of the public domain through no fault or action of recipient.

E. Paragraph 16 is deleted and replaced with the following:

16. AUDITS; ACCESS TO RECORDS: The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

Arrangements may be made by mutual consent for any audit to be done electronically, remotely or in another matter so to reduce any cost to Contractor for records maintained outside of Alameda County

The Contractor shall maintain full and adequate records in accordance with County requirements to show the derivation of all fees and other amounts payable to the Contractor under this Agreement, at no cost to County. Contractor shall provide such assistance as may be reasonably required in the course of such inspection; however, such audit or inspection shall (a) be conducted during normal business hours, (b) be subject to Contractor's security and confidentiality policies and practices as conditioned by the terms of this Contract. The County further reserves the right, to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

- F. Paragraph 20, TERMINATION, is deleted and replaced with the following:

The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to retain any payments made by the County prior to the date of termination and County shall be responsible for any remaining payments due for the then current 12-month term for the services. However, in no event shall any amount paid to Contractor and exceed \$363,078.34.

- G. Paragraph 33, PATENT AND COPYRIGHT INDEMNITY is amended

as follows: The following is added at the beginning of the first

sentence:

Except as disclosed in section (d) below,

Subparagraph (a) is deleted and replaced with the following:

(a) If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after 30 days of receiving notice from County (except in cases where shorter notices is reasonable, such as an emergency or short set hearing) and with written notice, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.

The following is added to the end of subparagraph (b):

Contractor may also request that County allow them to terminate the services to be provided under this Agreement and provide County a pro- rated refund to County for any prepaid fees received by Contractor under this Agreement that correspond to the unused portion of the Term.

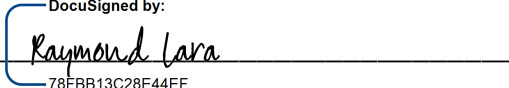
H. The following are added as Paragraphs 37, 38 and 39:

37. **DISCLAIMER:** Except for the express representations and warranties stated in this Agreement, and to the extent permitted by applicable law, Contractor: (a) makes no additional representation or warranty of any kind as to any matter whatsoever; (b) disclaims all implied warranties of merchantability and fitness for a particular purpose and the like; and (c) does not warrant that the Contractor Products are or will be error-free or meet County's requirements. County has no right to make or pass on any representation or warranty on behalf of Contractor to any third party.

38. **LIMITATIONS OF LIABILITY:** Neither party will be liable to the other party for consequential, incidental, special, or exemplary damages arising out of or related to the transactions contemplated under this Agreement, including, but not limited to, lost profits or loss of business, even if apprised of the likelihood of such losses. Neither party's total aggregate liability of any kind arising out of or relating to this Agreement, regardless of the forum and basis of action or claim (contract, tort, or otherwise), will exceed the total amount payable under any available insurance policy, including excess and umbrella coverage.

39. DIGITAL SIGNATURE COMPLIANCE: Contractor is named on the California Secretary of State's Approved List of Digital Signature Certification Authorities.(Located at <http://www.sos.ca.gov/digsig/>) Contractor will maintain this status during the term of the contract.

County Counsel Signature:

By: 78FBB13C28E44EF...

Raymond Lara
Senior Deputy County Counsel

EXHIBIT A

DEFINITION OF SERVICES

DocuSign, Inc.

May 14, 2022 to May 13, 2023

DocuSign, Inc. (ALCO Vendor ID # 94730) shall provide eSignature License and Support services to the Information Technology Department at the County of Alameda in accordance with Exhibit A-1 (Specific Requirements/Description of Services) and Exhibit A-2 (the 2022 DocuSign Order Form).

Documents attached:

Exhibit A-1: Specific Requirements/Description of Services

Exhibit A-2: 2022 DocuSign Order Form

Exhibit A-1

SPECIFIC REQUIREMENTS/ DESCRIPTION OF SERVICES

1. Contractor shall provide its Subscription Service and support for that Subscription Service.

2. DEFINITIONS

- a. **“Account”** means a unique account established by County to enable its Authorized Users to access and use the Subscription Service and, where applicable, other DocuSign Products.
- b. **“Authorized User”** means any employee or agent of County, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register or use the Subscription Service as the same Authorized User.
- c. **“DocuSign API”** means the application programming interface that supports interoperation of applications with the Subscription Service.
- d. **“DocuSign Product(s)”** means the products and services identified on an Order Form, such as the Subscription Service, the Professional Services, and other DocuSign offerings.
- e. **“eContract”** refers to a contract, notice, disclosure, or other record or document deposited into the System by County for processing using the Subscription Service.
- f. **“Envelope”** means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
- g. **“Order Form”** means the schedule that sets forth the pricing, features and options of the DocuSign Products selected by County. An Order Form is not binding until it is duly executed by both Contractor and County. The Order Form for this Agreement is attached as Exhibit B-1, and all references in this Agreement to Order Form are references to the Order attached as Exhibit B-1.
- h. **“Specifications”** means the technical specifications set forth in the “Subscription Service Specifications” available. at <http://www.docusign.com/company/specifications>. At no time during the term of this Agreement shall the Subscription Specifications change to provide a lesser level of service for County or a greater cost to County.

- i. **“Subscription Service”** means Contractor’s on-demand electronic signature service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet.
- j. **“System”** refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by Contractor or its agents to provide the Subscription Service.
- k. **“Transaction Data”** means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by Contractor in order to establish the digital audit trail required by the Subscription Service.

3. SUBSCRIPTION PLANS AND USAGE PRICE

- a. **Subscription Service:** The Subscription Service is sold on the basis of a prepaid subscription, and may be limited by usage (“Envelope Allowance”), or by the number of Authorized Users (“Seats”), or both. Optional features, such as Authentication Measures or fax-back services, may be purchased on a subscription or per-use basis, as set out in the Order Form, attached hereto as Exhibit A-2. County is purchasing a Platform Subscription, which is a hybrid solution that includes access for its entire enterprise to the Subscription Service platform, as well as either an Envelope Allowance Subscription or a Seat Subscription to cover the transactions processed through the platform. Terms for the Envelope Allowance Subscription or Seat Subscriptions included in the Platform Subscription are as follows.
- b. **Envelope Allowance Subscription:** County is allowed to send the number of Envelopes specified in the Order Form during the Term. The total number of Envelopes used is the sum of all Envelopes that have been sent for signature or for certified delivery from the Account. An Envelope will be deemed consumed at the time it is sent by an Authorized User, whether or not it has been received by any recipients or any recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Subscription, and will be deemed consumed at the time they are “clicked” by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. All Envelopes used in excess of the Envelope Allowance during the Term will incur a per-Envelope charge that will be invoiced on a monthly basis. All Envelope Allowance Subscriptions have unlimited seats.
- c. **Seat Subscription:** County is allowed to manually send Envelopes from the number of Seats specified in the Order Form during the Term. A Seat is defined

as a natural person manually preparing and sending Envelopes. Seats may not be used for automated batch or bulk sending of Envelopes, including through the DocuSign API. The number of Seats is determined by the total number of active Authorized Users listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but County may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time does not exceed the number of Seats purchased. If County adds more Authorized Users than the number of Seats purchased in an Order Form or Further Order Form, then additional charges of one Seat per additional Authorized User for the remainder of the Term will become immediately due and payable.

- c. **Third Party Users:** Third parties that are sent an envelope by County for signatures are not considered Authorized Users of County.

4. THE SUBSCRIPTION SERVICE

- a. Contractor shall provide County an Account and County may register its Authorized Users, who may access and use the Subscription Service, and Contractor will provide the Subscription Services. The right to use the Subscription Service is limited to the Authorized Users, and County may not resell or otherwise provide or assist with the provision of the Subscription Service to any third party. Recipients of any eContract received through the Subscription Service may use the Subscription Service to sign the eContract with no additional cost to County.
- b. In addition, Contractor's provision of the Subscription Service is conditioned on County's acknowledgement of and agreement to the following:
 - 1) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in this Agreement may be construed to make Contractor a party to any eContract processed through the Subscription Service, and Contractor makes no representation or warranty regarding the transactions sought to be effected by any eContract;
 - 2) Between Contractor and County, County has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by Contractor are maintained in an encrypted form, and Contractor has no control of or access to their contents;
 - 3) If County elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that Contractor makes available to its subscribers ("Authentication Measures"), Contractor will apply only those Authentication Measures selected by the

County, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, Contractor assumes no liability for the inability or failure by the intended recipient or other party to satisfy the Authentication Measure;

- 4) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. Contractor is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
- 5) Contractor is not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, Contractor is not responsible for or liable to produce any of County's eContracts or other documents to any third parties unless required to do so by law;
- 6) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. Contractor does not and is not responsible to: (A) determine whether any particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents, unless required to do so by law; (D) provide legal review of, or update or correct any information or disclosures currently or previously given, unless it is aware such information is incorrect or outdated; or (E) provide any such copies or access, except as expressly provided in the Specifications or by law for all transactions, consumer or otherwise; and
- 7) County undertakes to determine whether any "consumer" is involved in any eContract presented by its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. Contractor will work with County on addressing any compliance issues at no additional charge; however, will not provide any legal advice on such issues.

- c. Contractor will provide customer support to County in accordance with the package that is identified on the Order Form, as further detailed at <http://www.docuSign.com/products/support-plans>.

5. ADDITIONAL FEATURES

- a. Alameda County acknowledges that DocuSign's Payments functionality for the Subscription Service is provided pursuant to additional terms and conditions, which are not currently included in the Agreement. A DocuSign employee with appropriate permissions to the internal admin portal for County's account (i.e. an account manager) will disable the Payments entirely, by turning off the Account Plan items. In the event Alameda County or its Authorized Users wish to access and use DocuSign's Payments functionality via the County's Account during the Term, County agrees that it will not access or use such functionality without first negotiating in good faith with DocuSign to amend the Agreement to include additional terms for such functionality.

6. ADDITIONAL SUBSCRIBER RESPONSIBILITIES

- a. As between County and Contractor, County is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Order Form or Further Order Form. Accordingly:
 - 1) County will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and
 - 2) County will not use or permit the use of the Subscription Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (c) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (d) in any way that constitutes or encourages conduct that could constitute a criminal offense.
- b. Contractor does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe

harbors, it may suspend any use of the Subscription Service, or remove or disable any content that Contractor reasonably and in good faith believes violates this Agreement or applicable laws or regulations. Contractor will use commercially reasonable efforts to notify County prior to any such suspension or disablement, unless Contractor reasonably believes that: (i) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (ii) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, Contractor will provide the notice if and when the related restrictions in the previous sentence no longer apply.

7. eCONTRACT STORAGE AND DELETION

- a. County may retrieve copies of its stored eContracts at any time while this Agreement is in effect. Contractor shall provide County access to the documents to download for its own storage of a pdf version of the documents. Contractor will store all completed eContracts sent by County during the Term, by default. However, County has the option to change its Account settings to direct the deletion of all or certain designated eContracts at an earlier date or periodic interval. If County fails to retrieve its eContracts prior to the expiration or termination of the Agreement, County may request, within 90 days after such expiration or termination, that Contractor provide Professional Services to assist in retrieving completed eContracts still remaining on the System, the details of which Professional Services will be set out in a Work Order. After such 90 day period, the eContracts may be deleted from storage and Contractor is not obligated to retrieve any further eContracts for County.
- b. Prior to the end of the Term, if County wishes to extend the period of time Contractor stores County's eContracts after the end of the Term, it may elect to purchase post-expiration or post-termination storage services for its completed eContracts.
- c. Contractor may retain the Transaction Data for as long as it has a business purpose to do so, provided that any Transaction Data that constitutes Confidential Information of County will at all times maintain that status, and Contractor will comply with its confidentiality obligations. Contractor shall promptly provide County with access to any and all Transaction Data at the request of County, and shall not delete any Transaction Data without 5 days' notice to County.

EXHIBIT A-2
2022 DOCUSIGN ORDER FORM



DocuSign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Offer Valid Through: May 14,
2022
Prepared By: Mark Leapaltd
Quote Number: Q-00751713

ORDER FORM

Address Information

Bill To:

County of Alameda
393 13th Street,
Oakland, CA, 94612
United States

Ship To:

County of Alameda
393 13th Street,
Oakland, CA, 94612
United States

Billing Contact Name:

Menaka Indrani

Billing Email Address:

menaka.indrani@acgov.org

Billing Phone:

510-481-4110

Shipping Contact Name:

Menaka Indrani

Shipping Email Address:

menaka.indrani@acgov.org

Shipping Phone:

510-481-4110

Order Details

Order Start Date: May 14, 2022

Order End Date: May 13, 2023

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
DocuSign Connector - Salesforce	May 14, 2022	May 13, 2023	450	\$0.00
DocuSign Connector - Microsoft SharePoint	May 14, 2022	May 13, 2023	250	\$0.00
Enterprise Premier Support	May 14, 2022	May 13, 2023	1	\$65,473.14
eSignature Enterprise Pro Edition - Envelope Subs.	May 14, 2022	May 13, 2023	186,670	\$291,205.20
SMS Delivery - US/CAN	May 14, 2022	May 13, 2023	16,000	\$6,400.00

Grand Total: \$363,078.34

Product Details

eSignature Envelope Allowance: 186,670

Overage/Usage Fees

eSignature Enterprise Pro Edition - Envelope Subs. (Per Transaction): \$8.80
SMS Delivery - US/CAN: \$0.50

Order Special Terms

DocuSign will provide the services to Customer as set forth in this Order Form and pursuant to the Standard Services Agreement between the parties dated April 30, 2014 ("MSA"), provided that if Customer is provided access to additional features for the Subscription Services such as Payments or Workspaces, Customer agrees that its use of such features will be governed by the specific service terms for such features located at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>).

For clarification, the MSA will continue to apply in full force and effect to the use and provision of the Subscription Services as defined and described in the MSA.

Terms & Conditions

This Order Form is governed by the Standard Services Agreement agreed to by both parties and executed on April 30, 2014 and August 21, 2020, and amended on March 8, 2018 (Comments Addendum).

DocuSign Connect for Salesforce is also subject to the SFDC Service Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/salesforce>

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please

make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: \$

Salesforce Org Information

SFDC Org ID:

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer

Signature:

Name:

Job Title:

Date:

**DocuSign,
Inc.**

Signature:

Name:

Job Title:

Date:

EXHIBIT B

PAYMENT TERMS

I. Budget Summary (May 14, 2022 to May 13, 2023)

The total one year cost for DocuSign licensing and is \$363,078.34.

II. Terms and Conditions of Payment

A. Reimbursement

- 1) The invoice shall be accompanied by a statement of the licenses and services rendered in that period indicating the dates of service and the length of time for each service. Payment under the terms of the Agreement shall not exceed \$363,078.34 annually, payable by May 14, 2023
- 2) DocuSign, Inc. shall submit invoices, with all required documentations (statements, drafts, revisions), for review, to Alameda County Information Technology Department (ITD). County shall use best efforts to process invoices submitted for reimbursement by DocuSign, Inc. within thirty (30) working days from receipt of invoice, reports/statements and any other backup documentation as requested.
- 3) Funds shall be used solely in support of project's program budget and may not be used for any purpose other than those specified in Exhibit A of this Agreement without the prior written approval from the County of Alameda Information Technology Department.

B. Invoicing Procedures

DocuSign, Inc. shall invoice County of Alameda Information Technology Department for the licenses and support services annually. Invoice must include the County assigned PO number, invoice number, and service period covered.

Invoices shall be e-mailed to the following e-mail address:

Itd-RovFinance@acgov.org

Back-up copy should also be e-mail to Menaka.Indrani@acgov.org

Alameda County Information Technology Department
393 13th Street
Oakland, CA 94612-2636
ATTN: Ivy Alon



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
4/27/2021

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED DocuSign, Inc. 221 Main Street, Suite 1000 San Francisco CA 941051925 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Berkley National Insurance Company		38911
	INSURER B: StarNet Insurance Company		40045
	INSURER C: Endurance American Specialty Ins. Co.		41718
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570080361889 **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, LIMITS shown are as requested

INBR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TCP 7007957-15	04/27/2021	04/27/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCP 7007957-15	04/27/2021	04/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			TCP 7007957-15	04/27/2021	04/27/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A <input checked="" type="checkbox"/> N N/A			TWC 7007955-17	04/27/2021	04/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	E&O-PL-Primary			NRO30006187400 Claims-Made SIR applies per policy terms & conditions	04/27/2021	04/27/2022	Professional Liab \$5,000,000 SIR \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.
 Professional Liability includes Network Security, Privacy Protection and Cyber Liability.

CERTIFICATE HOLDER DocuSign, Inc. 221 Main Street, Suite 1000 San Francisco CA 94105-1925 USA	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 <i>Aon Risk Insurance Services West, Inc.</i>
---	---

Holder Id on filer:

570080361889

Certificate No.:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
County of Alameda - Attn: Howard Hill at County of Alameda, 393 13th Street, Oakland, CA 94612	393 13th Street, Oakland, CA 94612
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: DocuSign, Inc

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: DocuSign, Inc.

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____