

STATEMENT OF WORK SHORT-FORM AGREEMENT

Statement of Work No.: 1.0	Statement of Work Date: June 16, 2020
Project: Virtual Queue Manager	Phase [If Applicable]: N/A

This Short Form Statement of Work Agreement ("**SOW**") is made and entered into between Williamson County, Texas ("**Client**") and Lavi Industries ("**Vendor**") as of 06/16/2020. Client and Vendor shall hereinafter be referred to individually as a "Party" and collectively as the "Parties". This SOW is intended to encompass the basic terms and obligations of the Parties, which the Parties agree in good-faith to further expand upon in a long-form agreement ("**LFA**").

SOW 1.0 SOW Term: This SOW commences on 06/16/2020 ("**SOW Effective Date**") and, unless terminated sooner in accordance with the provisions hereof, terminates on the completion and Acceptance of all Services and Deliverables under this SOW.

SOW 2.0 Description of Work or Services: Lavi will provide the Services to be performed, in accordance with this SOW, to 10 county departments.

Phase 1 – Minimum Complexity

1. *A standard configuration will be prepared for the Williamson County, and will be applied to each of the offices. The configuration will be comprised of the following:*

a. *Service Types (reasons for visit)*

- i. *Up to 4 named service types*
- ii. *Uniform appointment scheduling logic per service type (# appointment slots, duration of appointment slots, appointment schedule, reminders notification, confirmation notification, etc.)*
- iii. *Uniform business logic per service type (SMS notifications, mobile wait screen, etc.)*
- iv. *The queue per office will be managed as first-come-first-serve sequence.*

b. *Check-In:*

- i. *1 x QR Code per office*
- ii. *1 x Dedicated SMS Check-In Number per office*
- iii. *1 x "Kiosk" interface*
 1. *Home Page – Logo + up to 4 service types + appointment check-in. Uniform graphics.*
 2. *Questions Page – 4 fields (Name, Phone, Email, Freeform Notes)*

c. *Users and Stations:*

- i. Each office will have “manager users” and “basic users”. Manager Users will have access to reports, “station” and “kiosk” modules. Basic Users will have access to “station” and “kiosk”.
 - d. Real-Time Queue Display (Queue List):
 - i. The primary means for communicating and updating position in line during Phase 1 will be via SMS notifications and the real-time “mobile wait screen”.
 - ii. The Williamson County standard configuration will not include in-office TV monitors.
 - e. Languages:
 - i. The Williamson County standard configuration will support English only.
- 2. Customization requests which significantly deviate from the Williamson County standard configuration will be subject to an additional “per location configuration fee” quoted as \$500.

Phase II – Office Enhancements

- 1. Following the successful deployment and acceptance of the Minimum Complexity solution at the various offices, individual offices may have a desire to further tailor and enhance the business logic specifically for their needs. Williamson County and Lavi will collect new business requirements per office to be implemented in Phase II.
- 2. Such unique requirements will be aggregated and documented into a Phase II Statement of Work, and will be reviewed and approved by Williamson County and Lavi Industries stakeholders.

SOW 3.0 Deliverables. Lavi will deliver the following Deliverables in accordance with the Acceptance Criteria listed below as well as the additional functional requirements set forth in **Schedule A** hereto:

Project plan	Detailed plan of project steps, deliverables and responsible parties	Week 1
Communication plan	Kickoff meeting, POC's, regular update meetings	Week 1
Configuration plan	Layouts and graphic design services	Week 1
Network provisioning plan	The client will be responsible for provisioning their network for the Qtrac VR Implementation for the in-store employee facing web application.	Week 1
Test documentation	Test scripts and execution documentation	Week 1
Training material	Documentation, videos and webinars supporting the train the training plan	Week 1

Launch	Step by step launch to the different store locations.	Week 2
Implementation Review	Formal status reviews of pilot performance and reports	Week 3

Software Licensing

Vendor hereby grants to Client a royalty-free, non-exclusive, non-transferable license to use the Deliverables within the scope of the Project. Client acknowledges and agrees that nothing herein shall be construed as transferring to Client the patent, trademark, copyright or any other right, title or interest in any Vendor Deliverables licensed hereunder, with all such right, title and interest remaining with the Vendor.

SOW 4.0 Performance Standards (Service Levels): In addition to the Service Levels set forth in the Agreement, Lavi shall also meet or exceed the Service Levels set forth more fully in the LFA and its accompanying attachments.

SOW 5.0 Roles and Responsibilities:

Name/Title	Role/position	Key Personnel (Yes or No?)
<i>Minnie Beteille</i>	<i>Williamson County, Texas – Technology Services Project Manager</i>	Yes
<i>Ken Langford</i>	<i>Lavi – Project Manager</i>	Yes
<i>Anuradha Joshi</i>	<i>Lavi – Project Coordinator</i>	Yes

SOW 6.0 Representations, Warranties, and Covenants. The Parties represent, warrant, and covenant to each other that they have the full power and authority to enter into the terms of this SOW and bind themselves to the obligations set forth herein.

SOW 7.0 Knowledge Transfer:

Vendor shall provide to Client a four (4) hour Webinar training program with unlimited participants, as well as PowerPoint documents covering various aspects of the Qtrac VR software and a comprehensive User Manual.

SOW 8.0 Fees:

Client will pay Vendor in accordance with the following terms:

Implementation fees:

Ongoing Subscription, Maintenance, and Support fees shall be as follows:

One-Time Fees	10 Location Deployment
System Configuration, hosting environment allocation, business logic and graphic design	\$5,000.00

Online Training (4 Hours)	Included
Total One-Time Fees	\$5,000.00

Monthly SaaS Per Location	
Hosting and Support Services	\$179.00
Total Monthly SaaS Per Location	\$179.00

Fees Per Use	
Per Text Fees	\$0.03
Total Fees Per Use	\$0.03

There are no other fees, costs or expenses to be paid by Client to Vendor, unless expressly agreed to in writing by both Parties. Vendor shall not increase the Fees during the SOW Term unless the Parties agree thereto in writing. SMS fees are billed on a quarterly basis.

SOW 9.0 Project Plan; Milestones. See section SOW 3.0

SOW 10.0 SOW Representatives and Notices:

Lavi Industries: Ken Langford, Product Manager
 27810 Avenue Hopkins
 Valencia, CA 91355
 Tel: (661) 219-3112
 Email Address: kenl@lavi.com

Client Representative: Minnie Beteille, Technology Services Project Manager
 Tel: (512) 943-1448
 Email Address: mbeteille@wilco.org

Notices under this SOW will be given to the Vendor and Client Representatives via personal delivery or certified mail, in addition to any email correspondence, at the addresses set forth hereinabove.

SOW 10.0 Long-Form Agreement:

The Parties shall use their commercially reasonable efforts to promptly negotiate and to enter into the LFA incorporating the terms and conditions set forth herein. Notwithstanding the foregoing, the Parties expressly acknowledge and agree that this SOW shall constitute a binding agreement between them subject only to the conditions set forth herein and others customary for transactions of this type. If such LFA is not executed and delivered on or prior to July 25, 2020, then (a) this SOW shall constitute such LFA, (b) the Parties shall promptly proceed to consummate the transactions contemplated hereunder and the obligations of the Parties shall be governed by this SOW, and (c) all references herein to the LFA shall be deemed references to this SOW. This SOW supersedes all

prior agreements and understandings between the Parties with respect to the subject matter, except to the extent otherwise provided herein.

SOW 11.0 Indemnification:

Client shall indemnify, defend and hold Vendor harmless with respect to any claim, loss or expense (including all costs and attorney fees) arising from, or related to, Client's use of the Deliverables, except that Vendor shall defend and indemnify Client and its clients from and against any claim arising out of or relating to alleged copyright, patent or trademark infringement based upon the originality of the Deliverables, Vendor's lack of ownership in the Deliverables or Vendor's inability to grant the licenses set forth herein.

SOW 12.0 Governing Law/Jurisdiction:

The interpretation, construction, and enforcement of this SOW shall be in accordance with the Laws of the State of California. Any claim, dispute or disagreement arising out of, connected with or in respect of this SOW shall be brought only in the courts of the State of California or the federal courts within the State of California, which courts shall have exclusive jurisdiction thereof, and each Party hereby waives any claim that such courts do not have jurisdiction or are an inconvenient forum. Client expressly and unequivocally submits and consents to personal jurisdiction in the State of California and waives all claims to forum non-conveniens.

The Parties have executed this SOW as of the SOW Effective Date.

Williamson County, Texas

Authorized Signature

Print Name

Title

Lavi Industries



Authorized Signature

Yonatan Lavi

Print Name

Vice President

Title

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR PURCHASE OF
GOODS AND SERVICES
DURING COVID-19 OPERATIONS
(Federal Emergency Management
Agency “FEMA” Requirements)**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Lavi Industries (hereinafter “Vendor”). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Vendor Quote dated June 16, 2020;
- B. Vendor Sales Agreement;
- C. Williamson County Agreement Addendum; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

Compliance with All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance:

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement.

The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended):

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

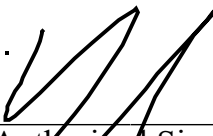
WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Date: _____, 2020

Vendor:



Authorized Signature

Date: June 10th, 2020