

AGREEMENT NO. __-__
(Agreement for _____)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the County of Yolo, a political subdivision of the State of California (“County”) and Andrews Technology, (“Contractor”).

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent in technical and software application engineering services; and)

WHEREAS, the County desires to obtain UKG Ready (a workforce management web application) and Consulting and Support Services through Andrews Technology; and

WHEREAS, the County circulated and distributed a request for proposals, an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to install, implement, configure, and support the UKG Ready system, an excerpt of which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform services in accordance with Exhibits A, B, D and E, and in a manner satisfactory to the Director of Human Resources and Chief Technology Officer, or his/her written designee (“Director”). As further set forth in these Exhibits, Contractor shall install and support the UKG Ready workforce management web application, a time and attendance system, including integration with the County’s existing Infor CloudSuite platform. With this service and installation of UKG Ready, Contractor further grants to the County renewable and nonexclusive license, as a sublicensee of UKG Ready, to install, access and utilize the UKG Ready software, subject to the terms and conditions of this Agreement.

B. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	Excerpt of Request for Proposals
Exhibit B	Excerpt of Contractor’s Proposal
Exhibit C	Additional HIPAA & Security Compliance
Exhibit D	Statement of Work
Exhibit E	Maintenance Agreement
Exhibit F	Vendor Hosted Order Form
Exhibit G	5 Year Total Cost
Exhibit H	Optional Services

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

II. ADDITIONAL SERVICES

The additional services, as listed in the Contractor’s Optional Services (Exhibit H), insofar as they do not fall within the scope of the basic services required of the Contractor under Paragraph I hereinabove and cause the Contractor extra expenses, and if authorized in advance in writing by the Director, shall also be provided by Contractor.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. Contractor shall be compensated as follows per the Contractor’s Vendor Hosted Order Form and 5 Year Total Cost (Exhibits F and G):

Term	Total
April 1, 2026 through March 31, 2027	
Due Upon Execution	\$112,320
Due 60 Days After Execution	\$46,368
Due 120 Days After Execution	\$17,632
April 1, 2027 through March 31, 2028	

Software Licensing Fee & Maintenance Support Due	\$112,320
April 1, 2028 through March 31, 2029 Software Licensing Fee & Maintenance Support	\$112,320
April, 2029 through March 31, 2030 Software Licensing Fee & Maintenance Support	\$112,320
April, 2030 through March 31, 2031 Software Licensing Fee & Maintenance Support	\$112,320

Contractor will conduct a user count of active employees monthly and if the County’s active user count is higher than what is currently licensed for the Time and Attendance software as outlined in the Vendor Hosted Order Form (Exhibit F), the Contractor will adjust the number of licenses and issue the County a prorated invoice for the current year. Fee for additional user licenses are as follows:

- Time and Attendance Module – Additional licenses come in packs of 100 at \$3.50 per license per month. Licenses for Leave of Absence Module will increase in the same number of increments at \$1.50 per license per month.
- Advanced Scheduling Module – Additional licenses come in packs of 50 at \$3.50 per license per month.
- Supervisor Module – Additional licenses come in packs of 5 at \$5.00 per license per month.

The County has the right to request a reduction in user licenses by providing at least thirty (30) days’ written notice prior to the annual renewal billing, based on the current number of active users.

The County shall pay for all transportation charges as required by the project and mutually agreed upon for the shipment of Equipment and Program Products (if applicable) to the locations the County may specify. If equipment is defective due to improper installation by Contractor, Contractor shall cover the cost of a full replacement and shipping.

Should travel be requested by the County for implementation support, on-site training, or equipment installation the County shall pay a flat rate of \$1,500 per day per consultant in addition to travel reimbursement as set forth in Paragraph III.B, below. Contractor shall use reasonable efforts to minimize the number of its employees/consultants traveling and acknowledge that only one employee/consultant is anticipated in most instances for such services requiring travel to the County.

If a project change is deemed necessary such as scope, timing, and/or deliverables, the Contractor Project Manager will initiate a written change request. The Contractor and the County will agree on the change in writing signed by the Director of Technology before any additional services are performed. An approved change order will be incorporated into the existing project schedule and any downstream project documents. The Change Order Request should include: 1) Description of additional services to be performed, 2) Estimated

cost associated with the additional services, and 3) Any other information reasonably requested by the County of Contractor.

Occasionally a manufacturer will charge the Contractor "rework" charges if a configuration is changed after a certain point in the manufacturing process. The Contractor shall make every effort to avoid rework charges on the County's behalf. If rework charges are incurred due to configuration changes requested by the County, these charges shall be passed on to the County. The County will be notified in advance of such charges.

B. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth in this Paragraph. The following expenses may be reimbursed if they are incurred after prior written approval of the Director:

The County shall reimburse the Contractor for necessary travel expenses actually incurred in connection with providing services under this Agreement. Any reimbursement for transportation (mileage, air, travel, car rental), lodging, meals, and incidental expenses shall be at rates not to exceed those established by the United States General Services Administration (Maximum Lodging Reimbursement and Meals and Incidentals). Mileage shall be reimbursed at current standard mileage rate established by the United States Internal Revenue Service. Air travel shall be in coach or equivalent. A mid-sized or equivalent shall be used for car rentals. Meals shall be reimbursed based on current GSA standard per diem rates.

IV. METHOD OF PAYMENT

A. The Contractor shall submit an invoice as outlined in Paragraph III. If applicable at the end of each month, Contractor shall submit a separate invoice with an itemization of the actual expenses for which reimbursement is requested. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Director of Technology shall either authorize payment or advise Contractor in writing of any concerns that the Director of Technology has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Director of Technology's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

V. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director of Technology, as the times

and in the manner specified by this Agreement, or by the Director of Technology if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director of Technology.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VII. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director of Technology. Upon such notification, the Director of Technology shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to

be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from April 1, 2026 through March 31, 2031 unless sooner terminated as hereinafter provided. The County shall have the option to renew this agreement for five (5) additional one (1) year terms by providing written notice to the Contractor at least thirty (30) days prior to the expiration date of the current term.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving thirty (30) days advance written notice before the next annual billing thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving sixty (60) days' written notice to the other party. Termination for convenience by the County shall not entitle the County to any refund, credit, or reimbursement of fees paid or payable for the then-current service term. All fees for the applicable service term are nonrefundable once the term has commenced. Any termination for convenience exercised by the County shall be deemed notice of non-renewal effective as of the end of the then-current service term. Services shall continue through the remainder

of the paid service term in accordance with the agreement, and all payment obligations for that term shall remain in full force and effect.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director of Technology to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director of Technology.

X. APPLICABLE LAWS; VENUE

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. Contractor warrants that all products and services provided to the County pursuant to this Agreement shall meet all applicable Federal and State legal requirements, including the Americans with Disabilities Act of 1990 and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards.

C. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without

discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XII. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

C. Any subcontractors shall agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

D. In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

- a. **Comprehensive General Liability** – \$2,000,000/occurrence and \$4,000,000/aggregate
- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
- c. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
- d. **Technology Errors and Omissions Liability/Professional Liability** – coverage with limits of \$2,000,000 each occurrence and each loss, and \$4,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks: (i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and (ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the Customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.
- e. **Cyber and Privacy Insurance** – coverage with limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, personal information, such as name, address, social security numbers, or protected health information stored or transmitted in electronic form.

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

- a. The Additional Insured coverage under the Contractor's policy

shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County’s own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.
- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County

at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement. The person signing this agreement on behalf of the Contractor attests to the certificate.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Andrews Technology
Attn: Mark Stuckey
1213 Culbreth Drive
Wilmington, North Carolina 28405

County: Yolo County Department of Innovation and Technology Services
Attn: Lee Gerney
120 West Main Street, Suite H
Woodland, CA 95695-2998

B. In lieu of written notice to the above addresses, any party may provide notices through the use of electronic mail provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following email addresses are used:

Contractor: mstuckey@andrewstechnology.com

County: lee.gerney@yolocounty.gov

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using electronic mail, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVI. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVII. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVIII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or

State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$1,000,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XIX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXI. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he

has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

C. Suspension; Debarment

1. By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of

records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;
 - d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will included a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
 4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

D. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security requirements set forth in Exhibit C attached hereto.

XXVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be

construed against any party to this Agreement.

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

CONTRACTOR

Signed by:
By Mark Stuckey
AF092595F0B64DD...

Date: 3/17/2026
Mark Stuckey, Account Executive

COUNTY OF YOLO

By _____

Date: _____
Lee Gerney, Chief Technology Officer

Approved as to Form:

Signed by:
Kimberly Hood
8F28F402B2A2431...
Kimberly Hood, Chief Assistant County
Counsel

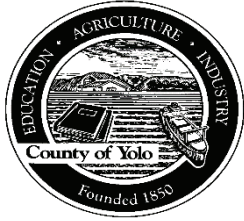


Exhibit A

COUNTY OF YOLO

Procurement Division

Notice of Request for Proposals (RFP)
for
Workforce Management Solution

Bid#: RFP-2025-0019
Bid Posted: April 18, 2025

**RFP AMENDED TO UPDATE SCHEDULE OF EVENTS
(See Page 8 of RFP)**

Proposal Responses Due:
~~2:00 pm Pacific~~
~~May 30, 2025~~

2:00pm Pacific
June 13, 2025

Issued on behalf of
The Human Resources Department
Yolo County
625 Court St #101
Woodland, CA 95695

RFP Coordinator: Hiren Desai
(859) 420-6760
hiren@bluebloodconsulting.com

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Exhibit "E"	Cost Proposal
Exhibit "F"	Evidence of Financial Stability
Exhibit "G"	Signature Page (County Form Supplied)
Exhibit "H"	Non Collusion Non Conflict of Interest Statement (County Form Supplied)
Exhibit "I"	Exceptions to Sample County Agreement (County Form Supplied)

Attachments:

Attachment 1	2023 Insurance Requirements
Attachment 2	Sample County Agreement
Attachment 3	Labor Distribution Business Requirements
Attachment 4	Functionality Prioritization
Attachment 5	Time Record Import Template

I. INTRODUCTION

A. STATEMENT OF PURPOSE

The County of Yolo is requesting proposals through the Request for Proposals ("RFP") process from qualified vendors for a Workforce Management Solution as outlined in this RFP.

Proposers who submit a response to this RFP must have the ability to meet all the requirements, including complying with the terms and conditions contained in this RFP.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer
 - e. Beacon, Beacon Bid
 - f. "New Application", "Proposed Solution"

2. "The County" generally refers to the County of Yolo, California.

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C. SCOPE OF WORK (SOW)

1. BACKGROUND

The County of Yolo ("County") is currently using Infor Workforce Management 6.2 solution for time and attendance, scheduling, and absence management for approximately 1,900 employees. This is the specific system for which a replacement solution is being sought through this particular procurement.

The County also uses the Infor CloudSuite for Human Capital Management and Payroll and this system will continue to be used. Any new time and attendance system ("new application") selected will have to properly integrated with this Human Capital Management and Payroll System on an ongoing basis. Proposed software solutions which have successfully been integrated with this platform are preferred.

2. GOALS AND OBJECTIVES

The goals and objectives of this project are:

- a. To implement a fully functional web-based application with flexible methods of managing leave absences and recording and tracking time and attendance to various cost pools to achieve labor cost distribution. See mandatory labor distribution business requirements outlined in Attachment 3 – Labor Distribution Business Requirements which any new application must comply with. The new application would replace the current "Infor Workforce Management 6.2 solution" mentioned in the background section.
- b. The new application must be able to provide full functionality and support for all the items identified as "Required" or "Needed" Priority on Attachment 4 – Functionality Prioritization.
- c. Ideally, the new application should provide some or all of the functionality and support for the items identified as "Wanted" or "Wished for" on Attachment 4.
- d. The new application must be able to generate time reports which include the specific data fields identified in Attachment 5 – Time Record Import Template.
- e. The new application must be available on a 24/7/365 basis with an mutually-agreed upon Service Level Agreement (SLA) in place.

3. MINIMUM QUALIFICATIONS

In order to be eligible to submit a qualified response, each Proposer must meet the following qualifications and clearly demonstrate that in its response:

- a. Proposer must have at least five (5) years of recent experience in implementing and supporting similar workforce management solutions with counties, cities, or other public agencies.

4. COUNTY RESOURCES

The County anticipates establishing a project team of County Resources to help support this project, including the following:

- a. A Project Manager who will be assigned to spend at least 50% of their time on this project will coordinate the availability of any County resources such as those outlined below.
- b. Functional experts who will be available as needed, based on the project schedule, and at the request of the Project Manager.
- c. Technical lead(s) who will be available as needed to assist, at the request of the Project Manager. A technical leader may assist with technical efforts on the County side, such as network configuration, security, and database needs.
- d. System Users will be available during certain agreed-upon testing periods.
- e. There are no County resources who will be available and allocated 100% to this project.

5. CONTRACTOR RESOURCES

It is anticipated that the contractor will be providing the following types of resources as part of this project:

- a. Project Management.
- b. Customization of the Software Solution (including Integration and Configuration).
- c. Testing.
- d. Training of County staff on any daily operational and administrative tasks necessary to maintain the solution after go-live. This would include providing proper documentation for administrators and end-users in the County.

6. HARDWARE REQUIREMENTS

- a. In its proposal, a vendor should identify the minimum hardware/infrastructure requirements necessary for the software solution to run properly on the County's hardware.
- b. The County will procure any additional hardware necessary and Contractor will provide feedback on this as needed.

7. IMPLEMENTATION

- a. Any solution provided must meet the business requirements in Attachment 3.
- b. Any solution provided must deliver all the functionality identified as "Required" or "Needed" in Attachment 4.
- c. Ideally, some or all of the functionality identified as "Wanted" or "Wished for" in Attachment 4 could also be provided. This information (what exactly could be provided) should be described in the vendor's proposal.
- d. The solution must also fully comply with the time reporting requirements in Attachment 5.
- e. It is anticipated that, as part of any solution being proposed, the vendor will identify a reasonable project schedule for implementation and anticipated date for go-live, with the relevant tasks and responsibilities associated with this and the associated fees.
- f. The County reserves the right to negotiate these items further during contract negotiations.

8. ONGOING COSTS

- a. It is anticipated that as part of any solution proposed, the vendor shall clearly explain the basic support provided after go-live, with a breakdown of the ongoing costs.
- b. In addition, the vendor should also describe any additional support levels available, beyond basic support, include any costs associated with this.
- c. The County reserves the right to negotiate for additional support (beyond the basic support provided) during contract negotiations.

9. AWARDED CONTRACTOR ADMINISTRATIVE REQUIREMENTS

- a. The successful awarded Contractor must supply all applicable insurance requirements required in Attachment 1.

b. CONTRACT TERM:

- Contractor agrees to provide awarded items and/or services as specified in the RFP document for the initial term of October 1, 2025 to September 30, 2028.
- The contract may be extended by mutual consent for the following renewal periods:
 - First renewal: October 1, 2028 to September 30, 2029
 - Second renewal: October 1, 2029 to September 30, 2030
 - Third renewal: October 1, 2030 to September 30, 2031
 - Fourth renewal: October 1, 2031 to September 30, 2032
- The County reserves the right to negotiate the scope and initial term of the contract, and the scope and term of any subsequent renewals, with the vendor selected for contract award, if it is in the best interest of the County to do so. The total anticipated contract term would still run from October 1, 2025 to September 30, 2032.
- Vendors may propose price increases for renewal periods within their proposals, but once pricing is negotiated and accepted as part of contract award, it shall remain firm for the entire contract term (including renewals). No additional price increases shall be granted as part of the normal renewal process.

10. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

11. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through Beacon Bid's platform (<https://www.beaconbid.com/solicitations/yolo-county/open>).

It is the sole responsibility of the proposer to ensure their proposal reaches Beacon before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Beacon at 1-888-402-2231 or suppliersupport@beaconbid.com for vendor support.

Bidders/Offerors are cautioned to allow adequate time to ensure timely receipt of their proposals. The County is not responsible for any delays of the Bidder's/Offeror's proposal delivery. Late proposals shall not be accepted, nor shall additional time be granted to any potential Bidder/Offeror.

12. ADDENDA

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on Beacon. Answers to questions submitted through Beacon shall be considered addenda to the solicitation documents.

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II. SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 AM and 4:00 PM., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through Beacon.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted on the Beacon website. Failure to periodically check the website will be at the Bidder’s/Offeror’s sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	April 18, 2025	
2	Deadline for Written Comments (Questions) Posted on Beacon	May 9, 2025	2:00pm
3	(AMENDED) County Issues Responses to Written Comments	May 23, 2025	
4	(AMENDED) Deadline Proposals Due	June 13, 2025	2:00pm
5	County Completes Evaluations	TBD	
6	Software Demonstration by Finalists	TBD	
7	Anticipated Contract Start Date	October 1, 2025	

[REST OF PAGE INTENTIONALLY LEFT BLANK]

III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

The following RFP Coordinator shall be the main point of contact for this RFP:

RFP Coordinator: Hiren Desai
Phone: (859) 420-6760
hiren@bluebloodconsulting.com

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at: <https://www.beaconbid.com/solicitations/yolo-county/open> in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, Deadline for Written Comments Posted or per any changes to Schedule of Events as posted to Beacon.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted at the Beacon website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment 1 before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through Beacon. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

Criteria	Maximum Points
Organizational Qualifications and Experience	20
Proposed Solution and Project Approach	40
Reference Letters	15
Reasonableness of Cost Proposal	25

Product Demonstrations: After the initial round of evaluation (based upon the award criteria listed above) the County reserves the right to scheduled demonstration(s) of the proposed solution(s) from a shortlist of finalist(s). The scope and details of any such demonstration(s) will be established at that time. A separate set of award criteria and points will be created for the demonstration(s) and added to the total from the initial round of evaluation, to get a final score.

In addition, the County also reserves the right to hold any additional interviews/discussions as needed, if it is in the best interest of the County to do so.

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

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IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION

All prices are firm for the entire contract term (including renewals).

J. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1) Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFP/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
- g. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of General Services
120 W Main St., Ste. C
Woodland, CA 95695

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) Protest of RFP Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on Beacon.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions.**" No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement.**" Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4) Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "**Notice of Protest of Award of Contract.**" A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

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Exhibit B

Cover Letter UKG Web-Based System

June 13th, 2025

Hiren Desai
RFP Coordinator
Yolo County
625 Court St #101
Woodland, CA 95695

Dear Hiren:

By way of brief introduction, Andrews Technology was organized in 2000 and we have been providing and supporting time and attendance systems since that point in time. UKG has over 50,000 customers; supported by 50 independently owned offices throughout the country. We are UKG's largest office, supporting over 3,000 customers throughout the country.

Andrews Technology focuses on selling, installing, and supporting the UKG Time & Attendance system. We specialize in Counties, Cities, Towns and School Districts. Please see the "References" for more details on each reference included with our response.

Andrews Technology has offices located in CA, AZ, TX, CT, VA, NJ, IL, IN, MD, GA, NY, FL, NC, and SC. Our main office is located at 1213 Culbreth Drive, Wilmington, NC 28405. Mark Stuckey, Account Executive, is authorized to represent Andrews Technology as our main point of contact for this RFP evaluation and has read and will comply with all terms and conditions of the RFP. The contact information for Mark Stuckey is, Email: mstuckey@andrewstechnology.com Phone: 910-899-1807.

It is our understanding that Yolo County is looking to automate Time & Attendance for about 1,900 employees throughout various departments. It is apparent that interfacing with Infor CloudSuite is extremely important to the County. Andrews Technology is capable of meeting all the requirements listed in the County's RFP and is willing to enter into a contract with the Yolo County should the County choose to move forward with the vendor.

Meetings with the County will be done by a combination of Zoom, Phone, or Onsite if requested by the County. The Technical Staff responsible for the County will consist of an Andrews Technology Senior Implementation Technician, and David Robinson, Chief Technology Officer. David Robinson is a certified UKG technician with 18+ years' experience in the Time & Attendance industry. All Senior Implementation Specialists at Andrews Technology are also UKG certified technicians.

References & Industry Standing

There are a significant number of Counties, Cities, Towns and School Districts across the country currently supported by Andrews Technology for their Time & Attendance needs. Several examples include:

- Steuben County – NY
- Liberty County – GA
- Brantley County – GA
- City of West Hollywood – CA
- Deschutes County – OR
- Tooele County – UT
- Beaufort County – SC
- Spalding County – GA
- Franklin County – TN
- Eau Clair County – WI
- Pittsylvania County – VA
- Ogemaw County – MI

Please feel free to contact us directly to answer any questions that you may have as you review this proposal.

Thank you for the opportunity to be of service.

Sincerely,



Mark Stuckey
Senior Account Executive

Executive Summary
UKG Web-Based System

June 13th, 2025

Hiren Desai
RFP Coordinator
Yolo County
625 Court St #101
Woodland, CA 95695

Dear Hiren:

The following represents an overview of our offering. Please see the attached "Statement of Work" for more details.

Andrew Technology has been in continuous operation for 24 years, providing timekeeping systems for each of those 23 years. Andrews Technology has 57 employees, with over 3,000 customers nationwide. 100% of the Scope of Work for this project will be completed by direct employees of Andrews Technology.

Proposed Approach

Upon project approval, both teams would meet for an Installation Planning Session. It is at this meeting where the scope of the project is defined, and target dates are agreed upon. This includes a target "go-live" date, installation and training dates. Tasks will be assigned including definition of payroll rules and regulations. These are provided to us via a questionnaire that will be completed by the County with our assistance. **Andrews Technology does not make use of any sub-consultants; all work is done in house.**

We will also discuss site installation requirements if applicable. At the end of the meeting all attendees will be provided a complete planning document that both teams will use to ensure a timely and successful implementation.

Furthermore, our profound industry expertise empowers us to provide supplementary recommendations to our municipal clients. Adhering to industry standards and drawing insights from analogous projects, we ensure that our suggestions align seamlessly with best practices. Given our exclusive focus on time and attendance, our organization operates cohesively and uniformly, ensuring a synchronized approach to project completion.

Scope of Work

Please see the Andrews Technology purchase order form located in the Cost Proposal section for UKG System costs. Our response reflects a turn-key solution including software licenses to track up to 1,900 employees, and up to 125 users, Self Service at a PC and through Smart Phone Application for all employees, fixed price installation, unlimited training for all managers, supervisors, administrators, and included, ongoing software and hardware maintenance.

An interface to Infor CloudSuite is included with our response. Infor CloudSuite payroll is one of over 450 applications that UKG Ready has an existing interface with. As such, the interface between UKG Ready and Infor CloudSuite has been included with our response and is 100% guaranteed. **Please note that we provide unlimited web training for the life of the installation.**

Recommended Data Collection

Included in our response is Employee Web Services (PC Entry & Smart Phone). EWS serves as a method for employees to punch in/out at a PC or Smart Phone. In addition to allowing employees to punch in/out from a PC or Smart Phone, EWS is also a self-service module for the employees. EWS allows employees right at a PC or Smart Phone to:

- View Time sheet details and Schedules
- Status of Accruals

- Electronically request time off (request is forwarded to a defined supervisor for approval).
- Change jobs/departments/cost centers, etc.

Training

Andrews Technology will provide unlimited training for the life of the installation of the UKG Web-Based System. This web training will be provided at no charge to the County. This training will be at the discretion of the customer. It is available on-site, via the web and/or train the trainer.

We expect to train administrators, supervisors and IT staff. For planning purposes, administrator training takes a day. "Refresher" classes are available free of charge as required. Supervisor training usually takes two hours. The same policy regarding free refresher courses also applies to supervisors.

Maintenance and Support

We only offer "Gold Support". Maintenance is available through your assigned support team or our toll free customer support center twenty-four hours-a-day; seven days-a-week. **Any phone call received at our toll free support center is guaranteed to be responded to immediately.**

Software is updated with enhancements and fixes semi-annually. **All software updates are included free of charge with Annual Maintenance.** Updates are installed remotely upon the approval of the customer. As long as the customer pays their annual maintenance fee, all software updates, phone support, on-line support, on-site support and machine replacement are covered at no charge.

Any hardware failure is resolved by complete machine replacement. We do not waste time looking to replace parts. Any machine that requires replacement will be replaced no later than the following morning.

All support for the UKG Software will be the responsibility of Andrews Technology. We do not outsource any of our support. Support will be available 24-7-365 and will always be from a certified UKG technician, and a direct employee of Andrews Technology.

Authorized Representative and Management Team

Mark Stuckey- Senior Account Executive (6 years' experience) is authorized by the Board of Directors to enter into any and all negotiations with Yolo County. Your Andrews Technology/UKG Management team consists of:

Dave Malnar – Chief Operating Officer (19 years' experience) dmalnar@andrewstechnology.com

David Robinson – Chief Technology Officer (20 years' experience) dave@andrewstechnology.com

Cassie Alexander – Project Success Advocate (4 years' experience) cassie@andrewstechnology.com

Peter Crepeau – Senior Technician (18 years' experience) peter@andrewstechnology.com

Tom Pyatt – Senior Technician (18 years' experience) tom@andrewstechnology.com

Amanda Hernandez – Director of Sales (6 Years experience) amanda@andrewstechnology.com

Thank you again for the opportunity to respond. If you have any questions regarding our responses, please do not hesitate to contact us at (888) 357-7299 or me directly at (910) 899-1807 or mstuckey@andrewstechnology.com

Sincerely,



Mark Stuckey
Senior Account Executive

Proposed Key Personnel
UKG Web-Based System

June 13th, 2025

Hiren Desai
RFP Coordinator
Yolo County
625 Court St #101
Woodland, CA 95695

Dear Hiren:

Located below are contacts of those key individuals responsible for the UKG installation should the County select Andrews Technology.

Authorized Representative and Management Team

Your Andrews Technology/UKG Management team consists of:

- **Mark Stuckey** – Senior Account Executive (6 years experience)
mstuckey@andrewstechnology.com
Role: responsible for all sales related issues, including any future increases in software licenses, or additional time clock purchases.
- **David Robinson** – Chief Technology Officer (20 years experience)
Dave@andrewstechnology.com Role: David Robinson oversees all implementations and can be used as a point of escalation throughout the project.
- **Cassie Alexander** – Project Success Advocate (4 Years Experience)
cassie@andrewstechnology.com Role: Cassie is responsible for ensuring all key stakeholders in the project are satisfied with the implementation from start to finish.
- **Dave Malnar** – Project Manager (19 Years experience) dmalnar@andrewstechnology.com
Role: Dave will be the County's weekly contact for all implementation items. Dave is in charge of managing the implementation timeline and will hold weekly update meetings with the County.
- **Peter Crepeau** – Senior Technician (18 years experience) peter@andrewstechnology.com Peter is responsible for all software configuration and testing. Making sure all of the County's rules are set up properly in the UKG system. And that the County experiences a smooth go live. Peter and Dave are both responsible for making sure we stay on our timeline and progress towards the targeted go live.
- **Tom Pyatt** –Senior Technician (18 years experience) tom@andrewstechnology.com Tom will be assigned as the backup Technician in the event Peter Crepeau is unavailable and the County needs something immediately.
- **Nancy Gilchrist** – Compliance & Training Manager (14 Years experience)
nancy@andrewstechnology.com Role: Nancy is our Head Trainer. She will be leading most, if not all, of the County's training sessions. Unlimited refresher training sessions are included with your package.

Each implementation specialist dedicates an average of 4-6 hours per week to a specific project, with the actual time commitment subject to the project's current phase. To ensure optimal productivity without undue strain, specialists are assigned no more than 8-10 projects simultaneously, allowing for sufficient allocated time to successfully complete all projects.

Project management, overseeing approximately 40 projects concurrently, allocates an average of 1-2 hours per week per project. Our project monitoring system, facilitated by a Customer Relationship Management (CRM) tool, meticulously tracks man-hours expended per project per technician per week. This system employs proactive alerts and milestones to enhance efficiency and project oversight.

Andrews Technology is the largest UKG office in the country with 8 sales support staff, 47 Service Support staff, and 10 Office support staff. **No Subcontractors will be used for the scope of this project. 100% of the work will be completed by direct employees of Andrews Technology.**

Please see the "Statement of Work" section for more detail on our implementation process. In regards to making decisions for this project. Weekly status updates meetings are held between the project manager and the assigned key contact for Yolo County. The majority of the decisions regarding this project will be made together between the County and Andrews Technology. Internal decisions are made with discussions between the Project Manager, Senior Technician, and CTO on all project related issues.

Please feel free to contact us directly to answer any questions that you may have as you review this proposal.

Thank you for the opportunity to be of service.

Sincerely,

Mark Stuckey

Mark Stuckey
Senior Account Executive

Exhibit "C" – Proposed Solution and Project Approach

- a. Clearly describe the solution that you propose to deliver. Specifically describe how this solution:
- i. Complies with the labor distribution business requirements outlined in Attachment 3. – **Fully compliant. See Attachment 3 following this section.**
 - ii. Will provide all the required functionality and support identified as "Required" or "Needed" in Attachment 4. -. – **Fully compliant. See Attachment 4 following this section.**
 - iii. May provide for any of the functionality identified as "Wanted" or "Wished for" in Attachment 4. . – **Fully compliant. See Attachment 4 following this section.**

IMPORTANT: Please remember to complete the columns in Attachment 4 and provide the information specifically identifying whether the proposed solution can meet each requirement, and providing any necessary comments for context.
 - iv. Complies with the time reporting requirements in Attachment 5. – **Fully compliant**
- b. Describe whether the proposed solution has successfully been integrated with the "Infor CloudSuite for Human Capital Management and Payroll" platform before (as noted in the scope of work, any proposed solution will have to integrate with this system ongoing basis). - **Yes, UKG Ready has a strong history of successful integrations with various ERP and HCM/Payroll platforms, including extensive experience with major systems like Infor CloudSuite for Human Capital Management and Payroll. Our integration strategy leverages established APIs, secure file transfers (SFTP), and custom connectors to ensure seamless and efficient data exchange between UKG Ready and Infor CloudSuite. While specific past projects are typically subject to client confidentiality, UKG possesses the technical expertise and proven methodologies to implement a robust and ongoing integration with your existing Infor CloudSuite platform. We would approach this integration through a collaborative process, mapping data elements, configuring exchange protocols, and conducting thorough testing to ensure accurate and timely flow of information for payroll processing, employee data updates, and other critical functions**
- c. Describe your project approach towards implementing the proposed solution, including but not limited to: a reasonable project schedule for implementation, and the relevant tasks and responsibilities associated with successful deployment. – **Our project approach for implementation is structured, collaborative, and designed for successful, timely deployment. Our methodology typically follows these phases:**
- i. **Project Kick-off & Planning: Initial meetings to define project scope, objectives, and success criteria. We establish communication protocols, review existing systems, and finalize the project team.**

- ii. **Discovery & Design:** In-depth workshops to gather detailed requirements, understand Yolo County's unique policies (e.g., union rules, leave accruals, scheduling needs), and design the system configuration. This includes data mapping for integration with Infor CloudSuite.
 - iii. **Configuration & Build:** UKG experts configure the UKG Ready system based on the agreed-upon design. This involves setting up pay rules, leave policies, security roles, workflows, and developing necessary integrations.
 - iv. **Testing (System Integration Testing, User Acceptance Testing):** Rigorous testing phases to ensure the system functions as designed, integrations work seamlessly, and all Yolo County-specific requirements are met. Your team will play a crucial role in User Acceptance Testing (UAT).
 - v. **Training:** Comprehensive training programs for all user groups (administrators, supervisors, employees) to ensure proficiency with the new system.
 - vi. **Go-Live & Post-Go-Live Support:** Transition to live operations with dedicated support from Andrews Technology's implementation team and transition to our standard support model.
 - vii. **Post-Implementation Review:** Evaluation of the project's success against initial objectives and identification of any further optimization opportunities
 - viii. **A reasonable project schedule typically ranges from three to six months depending on the complexity of your requirements, the scope of modules implemented, and the resources available from Yolo County. A detailed project schedule with relevant tasks and responsibilities for both Andrews Technology and Yolo County will be developed and finalized during the project planning phase.**
- d. Identify the key staff who would be assigned to support this project during implementation including any sub-contractors or other consultants.
- i. Provide a list of staff qualifications, including resumes and list of professional continuing education. Provide information regarding those key team members who have worked together before as a team on similar projects. – **Please see attached resumes**
 - ii. Discuss successful collaborations, the responsibility of each team member and the overall project outcome. - **Please see attached resumes and Key Personnel cover page**
 - iii. Acknowledge that the County reserves the right to approve Firm's project manager and any requested personnel and subcontractor changes during the course of the contract.- **Acknowledged. Andrews Technology does not outsource any work. All work will be done by Andrews Technology employees**

- e. Describe the basic support model provided after go-live. Explain any other support models available, and make recommendations to the County on the best-practice approach to take for support.- **Andrews Technology provides a single, all-inclusive support model known as “Gold Support,” which is designed to deliver comprehensive, reliable assistance to clients following go-live. This model includes 24/7/365 access to our customer support team via a toll-free number (888-357-7299 x1) and dedicated email address (support@andrewstechnology.com). All calls to our support center are guaranteed an immediate response and are handled exclusively by certified UKG technicians who are direct employees of Andrews Technology—no support is ever outsourced. Each call generates a support ticket, which is used to track the issue from initiation to resolution. If a ticket remains unresolved after 24 hours, it is escalated to the Regional Manager; after 48 hours, to our COO and CTO; and after 72 hours, to the President and Vice President of the company. Our daily support log is reviewed by the Operations Manager, who ensures that any unresolved issues are followed up on with clear communication regarding next steps.**

In addition to technical support, Andrews Technology offers unlimited training for the life of the UKG system at no additional cost. This training can be delivered on-site, virtually, or through a train-the-trainer model, based on the County's preference. We provide in-depth training for system administrators, typically lasting one full day, and focused sessions for supervisors that run two to three hours with smaller group sizes to promote engagement and learning. Refresher training sessions are also available at no cost and can be scheduled as needed. Unless otherwise requested, all initial and refresher trainings will be conducted virtually and recorded for the County's internal use in building a UKG training video library.

Given the breadth and quality of services included in our Gold Support model—such as immediate response times, proactive issue escalation, and unlimited training—this approach represents best practice for long-term system support and user success. We strongly recommend Yolo County take advantage of this model to ensure a smooth post-go-live experience and continued value from its UKG investment.

- f. Identify additional information not already covered, to support why your proposed solution and project approach are optimal. This may also include other practical concerns or recommendations for the County to consider in making a final decision.
- **In addition to the information already provided, Andrews Technology believes that several key aspects of our solution and project approach further demonstrate why we are the optimal partner for Yolo County. Unlike many vendors in the industry, Andrews Technology does not outsource any portion of our work. All implementation services, ongoing support, and training are performed in-house by our own full-time employees, all of whom are highly trained and certified in UKG systems. This ensures a consistent level of quality, accountability, and expertise throughout every phase of the project.**

Our implementation approach is fixed-price, eliminating the risk of unexpected costs and reinforcing our commitment to transparency and partnership. Post-go-live, our 24/7/365 support is provided exclusively by Andrews Technology staff, with immediate response and a structured escalation process that ensures timely resolution of any issues. Unlimited training is also included for the life of the system, at no additional cost, and is available to administrators, supervisors, IT staff, and any other personnel the County designates. Training is flexible—available on-site, virtually, or via train-the-trainer—and we also provide recordings so the County can maintain a personalized training library.

What truly sets Andrews Technology apart is our white glove service. We go far beyond basic system deployment and support, offering a hands-on, concierge-level approach to client engagement. From initial planning to long-term support, our team is fully invested in the success of each client. This high-touch service model, combined with in-house execution and a fixed-price commitment, makes our solution the most practical, efficient, and risk-free option for Yolo County.



County of Yolo

Purpose

This document is to provide a summary of Yolo County's business requirements regarding labor distribution.

Summary

Yolo County is currently using Infor Workforce Management (WFM) 6.2.4.x ST version for managing time and attendance, schedules, absences, balances and accruals. Where it addresses the workforce management business need, it does not address the labor distribution business need.

Labor distribution is the process by which labor costs are allocated to all time that is recorded on time sheets. Because the current WFM system does not link time records to the general ledger accounts before the time records are imported into the GHR Payroll MT system, no distribution of labor occurs when payroll is processed. All payroll costs are recorded to a single finance coding assigned to the employee's work assignment. The finance team in each department reviews the general ledger after payroll is posted against paper timesheets or other 3rd party time keeping system to determine the share of labor cost for each cost objective and enters a general ledger journal entry to reallocate and record labor cost to the appropriate general ledger accounts for billing purposes.

Payroll is the biggest expense incurred by the county but is also the biggest reimbursable expenses for the county if billable costs are captured accurately. The manual process is very time consuming and have a high risk of inaccuracy increasing the risk of audit findings, missed reimbursable costs, and penalties for incorrect billing.

Solution Needed

- Ability to select a cost objective code on a time record that has the general ledger accounts associated with it. - **Yes, UKG Ready provides the ability to select a cost objective code directly on a time record, and these codes can be configured to have associated general ledger accounts, facilitating accurate labor cost allocation and financial reporting.**
 - The cost objective code maintenance form should have at minimum:
 - A cost objective code value and a description field - **Yes, the cost objective code maintenance form in UKG Ready includes a specific field for the cost objective code value and a separate description field for clear identification**
 - A start/end date - **Yes, the cost objective code maintenance form allows for the entry of start and end dates, enabling time-bound validity for cost objectives**
 - An inactive flag - **Yes, the cost objective code maintenance form includes an inactive flag, allowing Yolo County to deactivate cost objectives when they are no longer in use, without deleting historical data**

- Fields to identify the finance coding - **Yes, the cost objective code maintenance form provides fields to identify and associate the relevant finance coding, such as general ledger accounts, ensuring proper cost allocation**
- Ability to identify a task related to the cost objective on timesheet - **Yes, UKG Ready offers the ability to identify and select a specific task related to a cost objective directly on the timesheet, providing granular tracking of work performed**
 - The task code maintenance form should have at minimum:
 - A task code value and a description field - **Yes, the task code maintenance form in UKG Ready includes a specific field for the task code value and a separate description field for clear identification**
 - An inactive flag - **Yes, the task code maintenance form includes an inactive flag, allowing Yolo County to deactivate task codes when they are no longer in use**
- Ability to identify a client on timesheet - **Yes, UKG Ready provides the ability to identify and select a specific client directly on the timesheet, facilitating client-based time tracking and billing where applicable**
 - The client code maintenance form should have at minimum:
 - A client code value and a description field - **Yes, the client code maintenance form in UKG Ready includes a specific field for the client code value and a separate description field for clear identification**
 - An inactive flag - **Yes, the client code maintenance form includes an inactive flag, allowing Yolo County to deactivate client codes when they are no longer in use**
- When the time record export file is created for payroll:

If there are any pays automatically generated (e.g. shift differentials), it should create a time record that distributes the shift differential time proportional to the time spent on cost objectives during that time period. - **Yes, when the time record export file is created for payroll, UKG Ready can be configured to automatically generate pays such as shift differentials. Crucially, it can create a time record that accurately distributes the shift differential time proportionally to the time spent on various cost objectives during that time period, ensuring precise cost allocation**

- Time record export file created from timesheet entry should contain the general ledger accounts. See attachment for sample of export file. - **Yes, the time record export file created from timesheet entry in UKG Ready can be configured to contain the associated general ledger accounts, facilitating seamless import into your financial system for accurate cost accounting**

EXHIBIT C
ADDITIONAL HIPAA & SECURITY COMPLIANCE

I. HIPAA COMPLIANCE

- (a) Contractor shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), hereinafter collectively referred to as the “Privacy Rule” and “Security Rule.” Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule and Security Rule.
- (b) Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (including but not limited to Electronic Protected Health Information) to perform functions, activities, or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of the County or an Individual, in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (k) Contractor shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with subSection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, or at the request of the County to the Secretary of the United

States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

(m) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by HIPAA.

(n) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.

(o) Contractor shall report to the County any security incident of which it becomes aware.

(p) (1) Except as provided in subparagraph (2) of this section, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

(3) The respective rights and obligations of Contractor concerning the Privacy Rule and the Security Rule, including but not limited to the provisions of this Section, shall survive the termination of this Agreement.

(q) The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule, Security Rule, or any other requirements of HIPAA and its implementing regulations.

II. SECURITY POLICIES AND SAFEGUARDS

Contractor shall ensure that all electronic transmission or exchange of County data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the Agreement. County data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this Agreement, unless otherwise permitted in this Agreement.

Contractor shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of County data in the possession or under the control of Contractor or to which Contractor has access, which are:

(i) no less rigorous than those maintained by Contractor for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) required by

applicable laws, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act/California Consumer Privacy Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); and the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164).

In the event of any data breach or unauthorized access to County data that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of County Data, Contractor shall, as applicable:

(a) Notify County within forty-eight (48) hours of becoming aware of such occurrence or suspected occurrence. Contractor's report shall identify: (i) the nature of the unauthorized access, use or disclosure; (ii) the Confidential Information accessed, used or disclosed; (iii) the person(s) who accessed, used, disclosed and/or received protected information (if known); (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

(b) In the event of a suspected breach, Contractor shall keep the County informed regularly of the progress of its investigation.

To the extent a breach results in the unauthorized disclosure of personally identifiable information (PII) or protected health information (PHI), at County's sole election, Contractor shall: (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse County for any costs in notifying the affected individuals; and (c) perform or take any other actions required to comply with applicable law as a result of the occurrence.

Exhibit D

Statement of Work

Andrews Technology Deliverables

As per the electronically attached “Vendor Hosted Order Form - Exhibit F”, Andrews Technology has the following responsibilities throughout the three phased Project Plan as described above:

Software Phase

- Delivery of Software as described on Andrews Technology Purchase Order Form
- Installation of UKG Web Based Software on UKG Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of Infor CloudSuite payroll Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Hardware Phase - Not Applicable

- Delivery of Wall Mounted Hardware
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Go Live Phase

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Ongoing System Maintenance (see “Maintenance Agreement – Exhibit E”)

- Includes all hardware and software listed on Andrews Technology Purchase Order Form(s)

Andrews Technology Installation Responsibilities

To ensure an optimally performing UKG System, Andrews Technology will perform the following:

- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for Yolo County, CA.
- Verify that all hardware and technology readiness checks have been completed.
- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the UKG System.
- Provide server configuration assistance as requested.

Customer Installation Responsibilities

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Unless otherwise specified on the order form, Customer is responsible for any ethernet cabling/jacks, phone lines, power and surge suppression at the terminal locations, unless otherwise noted.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
 - Participate in periodic meetings and status conference calls.
 - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within four (4) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the UKG system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.
- Provide Andrews Technology access to the appropriate resources during all phases.
- Provide appropriate resources to test the UKG System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.
- Sign-off that the Hardware Phase Responsibilities have been completed. (If Applicable)
- Sign-off that the Go Live Phase Responsibilities have been completed.

Professional Services Overview

Payroll Rules Questionnaire:

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your UKG system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

Employee File Creation:

Yolo County, CA is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

Software Configuration and Programming:

Once your Payroll Rules Questionnaire and Employee File are created, your UKG software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

Ethernet Cable/Phone Line Installation:

Yolo County, CA is responsible for the installation of all Ethernet cable and jacks and phone lines/jacks. Andrews Technology can assist you by providing information regarding the correct type of communications cable and proven installation techniques to ensure error free transfer of punch data from the terminal to your UKG software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

Software Installation:

Communications will be tested between the server and terminal(s) after the customer installs the hardware.

Software Training:

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be hosted remotely via Zoom. Central Site training is available at an additional cost. Yolo County, CA is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information).

Hardware Trainer:

Andrews Technology upon completion of software installation will train the customer's Installer as to how to install and program selected terminals.

Implementation Testing and Adjustments:

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and such changes may affect the estimated schedule, payments, and other Terms. It is highly recommended that Yolo County, CA run a parallel test for one (1) to two (2) pay periods. This gives the UKG key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

Interface Installation and Training:

The Infor CloudSuite interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The Infor CloudSuite interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.

Software Training Overview

Key User Training -Suggested Attendees: Payroll Manager, HR Manager, Supervisors

Course Description – Initial Training For Key Users

This session will last for approximately six hours is available at the customer's central site or via the web. after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

Course Description – Follow-up Training for Key Users

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session the customer's central site or via the web. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional remote classes are available at no additional charge.

Supervisor Training -Suggested Attendees: Supervisors and Supervisor Assistants

Course Description- Initial Supervisor Training

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use biometric terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS/Swipe/Biometric).

Course Description – Follow-up Training for Supervisors

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at the customer's central site or via the web. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited Zoom training/support.

Statement Of Work Phase Completion Sign-Off

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

Software Phase Sign-Off

Agreed to: Yolo County, CA

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Mark Stuckey
Name (type or print):

Title:

Senior Account Executive
Title:

Date: _____
Yolo County, CA

Date: _____
Andrews Technology

Hardware Phase Sign-Off

Agreed to: Yolo County, CA

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Mark Stuckey
Name (type or print):

Title:

Senior Account Executive
Title:

Date: _____
Yolo County, CA

Date: _____
Andrews Technology

Go Live Phase Sign-Off

Agreed to: Yolo County, CA

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Mark Stuckey
Name (type or print):

Title:

Senior Account Executive
Title:

Date: _____
Yolo County, CA

Date: _____
Andrews Technology

Exhibit E

Maintenance Agreement

Execution below entitles Yolo County, CA (the “Customer”) to full maintenance coverage provided by Andrews Technology (“Vendor”) for the attached time and attendance system for five years from the date of execution below. The Customer shall have the option to renew this agreement for five (5) additional one (1) year terms by providing written notice to the Vendor at least thirty (30) days prior to the expiration date of the current term.

Maintenance includes the following Features:

- All technicians are dispatched locally
- Service is available 24 hours-a-day; seven days-a-week.
- Customer’s assigned technical team can be reached directly by cell phone 24/7.
- Toll-Free support is available as a back-up to direct contact with assigned technical team.
- On-site support is available for an additional fee.
- Machine device replacement only covers same model devices.
- Machine replacement is next day provided call received prior to 2:00pm.
- Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
- Customer is responsible for annually completing brief “Customer Satisfaction Survey” to determine assigned technician’s performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware updates
- Software updates
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor’s hourly rate for service, including travel, is **\$225 per hour** (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

Maintenance Terms

WARRANTEE: Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of **90 days**. The term of this agreement will begin after the expiration of the warranty, run for a term of five years from such date. After the first 5 year term, maintenance will be billed at the applicable rate at that time.

MAINTENANCE COVERAGE: Five years of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the

replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available **twenty-four hours a day; seven days a week except holidays**. Without a maintenance agreement, service will be billed at the prevailing hourly rate. In this instance, there will be a two hour minimum per phone call for support.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase. Historically 3% annually.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unserviceability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: Yolo County, CA

By: _____
Authorized signature

Name (type or print):

Title:

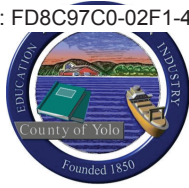
Date: _____
Yolo County, CA

Agreed to: Andrews Technology
Signed by: _____
By: Mark Stuckey _____
AF092595F0B64DD...
Authorized signature

Mark Stuckey
Name (type or print):

Senior Account Executive
Title:

Date: 3/17/2026
Andrews Technology



VENDOR HOSTED ORDER FORM

Invoice To:	Yolo County, CA	Hosted By:	Vendor
Ship To:	TBD	Terms:	5 Year Term, Billed Annually
Account Executive:	Mark Stuckey		100% of Software Fee (\$112,320) Upon Execution 20% (\$46,368) 60 Days After Execution 10% (\$17,632) 120 Days After Execution
Quantity		Item	Monthly
	UKG Web- Based Time & Attendance System		
2000	UKG Web-Based Time and Attendance Software	\$3.50	\$7,000.00
2000	Employee Web Services (PC Entry and Smart Phone Application)	Included	Included
400	Supervisor Module (Approve, Reporting, Review, Modification)	Included	Included
1	Additional Supervisor Module	\$5.00	Optional
1	Infor CloudSuite Payroll Interface (Guaranteed Interface)	Included	Included
1	Electronic In/Out Board	Included	Included
1	Labor Tracking Module (Activity Based Reporting)	Included	Included
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)	Included	Included
1	Standard Supply and Demand Scheduling Module	Included	Included
1	Schedule Lockout Module	Included	Included
1	Single Sign On Module	Included	Included
	Government Software Discount	30%	-\$2,100.00
2000	Leave of Absence Module	\$1.50	\$3,000.00
400	Advanced Scheduling Module	\$3.50	\$1,400.00
1	Automatic Report Scheduler (Up to 10 Gig/month)	\$100.00	Optional
1	Document Storage (Up to 5 Gig/month of Upload/Download and Storage)	\$60.00	\$60.00
1	In Person Implementation Support (Onsite Training or Onsite Timeclock Installation)	\$1,500/Day	Optional
	Monthly Total		\$9,360.00
1	12 Month Software Total		\$112,320.00
	WinCAMS Import/Export Interface	\$2,000.00	\$2,000.00
	Annual Software Maintenance	Included	Included
	Implementation	See Below	\$62,000.00
	Sales Tax		TBD
	First Year System Total		\$176,320.00
	One Time Implementation Fees	Included	
	Initial Planning Session	Included	
	Rules Questionnaire Assistance	Included	
	Install Web-Base UKG Software	Included	
	Install Payroll Rules and Employee Files	Included	
	Unlimited Supervisor, Management and Administrative Training	Included	
	Program Hardware	N/A	
	Install Hardware	N/A	
	System Test & Go Live	Included	
	Total One Time Fees	\$62,000.00	

All components of this Agreement/Order Form may be assigned by Andrews Technology.

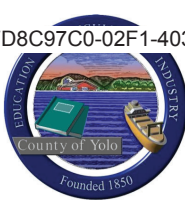
Additional Employee Licenses come in packs of 100 with no additional Annual Software Maintenance

Additional Supervisor Module Licenses come in packs of 5 with no additional Annual Software Maintenance

Additional Advanced Scheduling Licenses come in packs of 50 with no additional Annual Software Maintenance

Travel Expenses will be billed in addition to the per day fee for onsite implementation

Signed by:	Title	Date
	Senior Account Executive	3/17/2026
AF092595F0B64DD...	Title	Date
Andrews Technology HMS, Inc.		



Andrews Technology HMS, Inc.

1215 Culbreth Drive

Wilmington, NC. 28405

Sales@AndrewsTechnology.net

P: (800) 319 - 8096 F: (516) 674 - 8119



5 YEAR TOTAL COST

Invoice To:	Yolo County, CA	Hosted By:	Vendor
Ship To:	TBD	Terms:	5 Year Term, Billed Annually 100% Upon Execution
Account Executive:	Mark Stuckey		
Quantity		Item	Total
	UKG Web- Based Time & Attendance System		
	Year 1 Cost (Includes 1st Year Vendor Hosting Fee, One Time Implementation)	\$176,320	\$176,320
	Year 2 Vendor Hosting Fee	\$112,320	\$112,320
	Year 2 Cost (Annual Software Maintenance)	FREE	FREE
	Year 2 Cost (Annual Hardware Maintenance)	N/A	N/A
	Year 3 Vendor Hosting Fee	\$112,320	\$112,320
	Year 3 Cost (Annual Software Maintenance)	FREE	FREE
	Year 3 Cost (Annual Hardware Maintenance)	N/A	N/A
	3 Year Total Cost		\$400,960.00
	Year 4 Vendor Hosting Fee	\$112,320	\$112,320
	Year 4 Cost (Annual Software Maintenance)	FREE	FREE
	Year 4 Cost (Annual Hardware Maintenance)	N/A	N/A
	Year 5 Vendor Hosting Fee	\$112,320	\$112,320
	Year 5 Cost (Annual Software Maintenance)	FREE	FREE
	Year 5 Cost (Annual Hardware Maintenance)	N/A	N/A
	5 Year Total Cost		\$625,600.00

	Title	Date
Signed by: Mark Stuckey	Senior Account Executive	3/17/2026
AF092595F0B64DD... Andrews Technology HMS, Inc.	Title	Date



Andrews Technology HMS, Inc.
 1215 Culbreth Drive
 Wilmington, NC. 28405
Sales@AndrewsTechnology.net
 P: (800) 319 - 8096 F: (516) 674 - 8119

Exhibit H



OPTIONAL PRICING

Invoice To:	Yolo County, CA	Hosted By:	Vendor
Ship To:	TBD	Terms:	
Account Executive:	Mark Stuckey		
Quantity		Item	Monthly
	UKG Web- Based Time & Attendance System		
1	Expense Tracking Module (based on employee license level)	\$1.50/ee/mo	Optional
1	Expense Tracking Module Set Up Fee	\$8,000.00	Optional
1	Leave Donation Module (based on employee license level)	\$0.25/ee/mo	Optional
1	Leave Donation Module Set Up Fee	\$1,500.00	Optional
1	Automatic Report Scheduler (20 Gig/month)	\$200/mo	Optional
1	Point System Module (based on employee license level)	\$0.50/ee/mo	Optional
	Point System Module Set Up Fee	\$1,500.00	Optional
1	Phone Entry: IVR	\$1.50/ee/mo	Optional
Per Line	Monthly Phone Line	\$150/mo	Optional
1	Phone Line Set Up Fee	\$295/line	Optional
1	Test Environment (up to 50 employees)	\$150/month	Optional
	<u>Data Collection</u>		
EA	InTouch DX Biometric Terminal	\$3,075	Optional
EA	InTouch DX HID Terminal	\$3,075	Optional
EA	InTouch DX Facial Recognition Terminal	\$3,275	Optional
EA	SYnergy 10 Biometric Terminal	\$2,290	Optional
EA	SYnergy 10 HID Proximity Terminal	\$2,290	Optional
EA	Wifi Module	\$395	Optional
EA	Backup Battery	\$295	Optional
EA	RightPunch Connection (Client must provide iPads)	\$50/device/mo	Optional
Per Clock	Time Clock Installation	\$300/clock	Optional
Per Clock	Time Clock Maintenance	\$325/clock/yr	Optional

Signed by: <u>Mark Stuckey</u> Title: <u>Senior Account Executive</u>	Date: <u>3/17/2026</u>
AF092595F0B64DD... Andrews Technology HMS, Inc.	Date: _____