

CONTRACT # CT-059-22010448

FOR

PRESERVATION OF HISTORICAL VOLUMES

BETWEEN

COUNTY OF ORANGE CLERK-RECORDER

AND

KOFILE TECHNOLOGIES, INC.



**CONTRACT #CT-059-22010448
FOR
PRESERVATION OF HISTORICAL VOLUMES**

This Contract #CT-059-22010448 for **Preservation of Historical Volumes** (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange Clerk-Recorder, a political subdivision of the State of California; hereinafter referred to as “County and **Kofile Technologies, Inc.** with a place of business at 1558 Forrest Way, Carson City, NV 89706 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of these documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing

RECITALS

WHEREAS, County solicited the services for Preservation of Historical Volumes as set forth herein, and Contractor has represented that it is qualified to provide the services to County; and

WHEREAS, Contractor agrees to provide Preservation of Historical Volumes, as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor the fees as set forth in Attachment B, Compensation and Pricing; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Preservation of Historical Volumes with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ISO shall mean Insurance Services Office.

OSHA shall mean Occupational Safety and Health Act.

SIR(s) shall mean Self-Insured Retention(s).

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-

compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation. Contractor has the right to suspend the provision of service or terminate this Agreement as a result of unpaid and undisputed fees if, after thirty days written notice to County, such fees remain unpaid. In the event of a dispute over fees County will continue to pay Contractor all undisputed fees.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses

required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles.	\$ 1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$ 1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be emailed to CR.Purchasing@rec.ocgov.com.

If email is not possible, then Insurance certificates should specifically be forwarded to: Orange County Clerk-Recorder, Attn: Purchasing, 601 N. Ross Street, 6th Floor, Santa Ana, CA 92701

Any insurance documents not addressed as shown above will be "Return to Sender".

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by Orange County Clerk-recorder or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight (F.O.B. Destination):** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- The County reserves the right to audit and verify the Contractor's records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should the Contractor cease to exist as a legal entity, copies of the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.
- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Preservation of Historical Volumes from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence upon approval by the Orange County Board of Supervisors and execution of all necessary signatures for five (5) months, unless otherwise terminated by County in accordance with the terms of Article K - Termination. This Contract is non-renewable.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent
4. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
5. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
6. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
7. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

8. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
11. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
12. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
13. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

14. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
15. **Disputes – Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
- Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.
16. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented

in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
19. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
20. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to

the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Kofile Technologies Inc.
Attn: Patrick Mello
1558 Forrest Way
Carson City, NV 89706
Phone: 530.591.0206
Email: Patrick.Mello@Kofile.com

With copy to: Kofile Technologies, Inc.
6300 Cedar Springs Road
Dallas, TX 75235
Attention: Legal department

County: Orange County Clerk-Recorder
Attn: Susan Berumen
211 W. Santa Ana Blvd., Room #108
Santa Ana, CA 92701
Phone: 714-834-2536
Email: Susan.Berumen@rec.ocgov.com

Assigned DPA: Orange County Clerk-Recorder
Attn: Cherie Tuua-Pua
601 N. Ross Street, 6th Floor
Santa Ana, CA 92701
Phone: 714-834-7692
Email: Cherie.Tuua-Pua@rec.ocgov.com

21. **Nondiscrimination – Statement of Compliance:** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.
22. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
23. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
24. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft,

classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

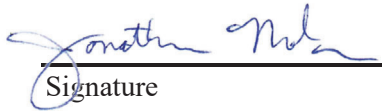
25. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
26. **Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
27. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
28. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
29. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option constrained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

****SIGNATURE PAGE TO FOLLOW****

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures.

KOFILE TECHNOLOGIES INC.*

	Jonathan Mohn	President	October 20, 2021
Signature	Name	Title	Date

10/20/2021

	Michael Strachan	Secretary	
Signature	Name	Title	Date

**Pursuant to California Corporation Code Section 313, if the Contracting Party is a Corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Signature	Name	Title	Date
-----------	------	-------	------

APPROVED AS TO FORM:**County Counsel**

By  Digitally signed by Jacqueline Guzman
 DN: cn=Jacqueline Guzman,
 o=County of Orange, ou=Office of
 the County Counsel,
 email=jacqueline.guzman@coco.ocg
 ov.com, c=US
 Date: 2021.10.20 11:43:40 -07'00'

Deputy
 e Guzman

Date _____

ATTACHMENT A SCOPE OF WORK

I. BACKGROUND

The County of Orange, Clerk-Recorder (County) houses and maintains historical property records dating back to 1889, many of which are hand-written. Kofile is uniquely qualified to provide services that include restoration, proprietary technology, and patented materials to the County.

II. PROJECT OVERVIEW

Contractor shall address the Preservation, long-term management, and digital access of 640 Historical Volumes held by the County. Preservation insures the survival of source originals for the application of future technologies. Treatments can include cleaning, flattening, deacidification and mending. Volumes are encapsulated and bound into archival Heritage Recorder binders.

III. SCOPE OF SERVICES

Contractor shall perform preservation services described in this contract.

Contractor shall rescan and digitize up to 138 total preserved 400-page deed recordings, equaling no more than 55,200 total pages, from a selection of volumes sent by County.

- A. Service Delivery:** Contractor shall provide trained personnel to handle documents with the utmost care. Contractor's personnel shall pack and prepare volumes for transportation. Contractor shall inventory and receipt records at the time of pickup and delivery.

Location: Orange County Archives
211 W. Santa Ana Blvd., Room #108
Santa Ana, CA 92701

Pick-Up: Contractor shall arrive at County location upon a mutually agreed upon date. Records are first inventoried and then packing shall commence. Contractor shall provide copies of the packing lists. Upon arrival at the Contractor's facility, the records shall be controlled inventoried and then proceed with the preservation work.

Delivery: Contractor will use the same packing method used for the pick-up method to return the records to the County. Contractor shall deliver upon a mutually agreed upon date, the restored and preserved volumes, and images.

- B. Quality Assurance Plan:** Each batch of records shall be entered on a color-coded production control board. Storage areas are color-coded to correspond to each group of records. Records shall be housed in the same location throughout the project.

1. Work is accompanied by a receipt identifying the items, quantity, titles, date, other pertinent information. This receipt is signed by the Orange County authorized representatives and Contractor.
2. Upon receipt, items are inspected, and a Treatment Report/Log Sheet is prepared. Administrative staff will also complete a Work Order.

3. The Treatment Report and Work Order accompany the materials during the course of treatment, from inception to completion. The Treatment Report is updated and notated at each phase or as appropriate. A final Treatment Report is prepared and included with the materials as a permanent record. More detailed log sheets may be included or turned over to the County for filing and safekeeping at the County's option.
 4. At each phase of treatment, the Facility Manager will review the proposed work with the conservation technician assigned to the current task to ensure the technician fully understands the scope and is fully trained and experienced in the task
 5. Each phase of work is reviewed as it is completed, which includes a physical inspection, as well as review of Work Order instructions and Treatment Report entries. Additional work or correction is completed prior to the materials being processed for the next phase of treatment.
 6. Periodically, the Point of Contact will meet with the Facility Manager, as well as conservation staff, to review performance standards and Contract compliance.
 7. After all treatments have been carried out in compliance with the Work Order, the preserved materials will be subjected to a comprehensive quality assurance review carried out by a Quality Assurance Officer of Laboratory Manager grade or higher.
 8. Completed work will be returned to County.
- C. **Accessibility of Records:** County information requests are defined by Contractor as “Hot Shots”. Hot Shots shall be available via fax or email. Upon receipt of a Hot Shot, contractor shall flag the requested record and verify inventory control, pull supporting paperwork and email/fax a response to the County. The turnaround time for Hot Shots shall meet or exceed the County’s requirements. Hot Shot contact information shall be supplied to County prior to pick up of material.
- D. **Documentation of Treatment:** A work order and individual documentation logs shall accompany the item throughout the entire process. Each client or batch of records is entered on a color-coded production and control board. Storage areas are likewise color-coded to correspond to each batch of group of records. Records are housed in the same location throughout the project so that any given record may be located quickly.

Upon receipt, items are assessed to document condition prior to service. Each sheet shall be inspected by to ensure that it receives the appropriate level of treatment. A written record shall be retained to record the follow:

- Date(s) of treatment
- Name(s) of the conservator who worked on the item or held a supervisory position
- Name(s) of the technician who worked on the item
- Condition of document upon receipt
- Special characteristics
- Number of pages, proper pagination, and blank pages
- Loose pages or attachments
- Presence of staples, paper clips, brads, etc.
- Identity of certificates/records (manuscript, Photostat, typed, etc.)
- Notation of original lettering on spine and covers
- Presence of pressure sensitive material
- Presence of acidic glues and previous repairs

- Any other information pertinent to the identification of the volume

The above is not a conservation treatment report disclaimer - this is provided in every finalized bound volume.

- E. **Conservation Specifications:** Contractor regularly addresses historical and permanent documents, including manuscript, typescript, Photostat, micrographic, tri-fold, blueprint, re-creations and plats. Contractor shall ensure any treatment, repair or maintenance is 100% reversible. At any stage of the process, the County shall be notified of unusual or unexpected conditions. The project shall proceed only with the authorization by the County.
- F. **Dismantle:** Original binding materials, such as threads and adhesive residues, shall be carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it shall be accomplished with handheld scissors or Jacques Board shears (specifically designed for trimming fragile paper). This shall allow Contractor to trim individual sheets carefully and accurately. One document shall be cut at a time to ensure no text is lost.
- G. **Surface Dry Cleaning:** Surface cleaning removes materials that are deposited on pages. These include dust, soot, airborne particulates, sediment from water damage, mold/mildew residue, insect detritus, or biological or mineral contaminants. All have serious consequences during storage. Removal methods vary in degree of simplicity. More elaborate systems require isolation, filtration, and personal protection. To improve appearance, superficial grime is removed with a soft dusting brush. A microspatula is used to coax insect deposits. Other tools shall include a latex sponge, powdered vinyl eraser, or soft block eraser.
- H. **Removal of Tape, Adhesives, Varnish, or Old Repairs:** Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.
- I. **Repair and Restore Paper:** Mending torn paper is an art form. Mending uses a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Contractor shall mend tears greater than 1/2" if the Document is going to be encapsulated.
- J. **Deacidification:** Deacidification shall only be performed after careful pH and compatibility testing. Contractor shall be equipped with multiple custom-built spray exhaust booths. All shall be routed through an HVAC system for optimum performance. A commercially prepared buffer solution, Bookkeepers®, is applied to both sides of the sheet with compressed air sprayer equipment. The solution is non- flammable and non-toxic.
- K. **Encapsulation:** Archival encapsulation, the document floats freely. It is not adhered or heat set. Contractor shall use SKC SH725 PET polyester. Polyester or Polyethylene Terephthalate (PET) which is the most inert, rigid, dimensionally stable (*dimstab*), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, and odorless. It will not distort or melt in case of fire.

- L. Archival Recorder Binders:** Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Contractor punches pockets to any hole specifications and can repair/replace index tabs.

Contractor manufactures binder components at 1/4" incremental capacities on a per-book basis. Contractor punches sheets to any hole specifications and repair/replace index tabs as necessary. Contractor can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.

- M. Scope of Services Defined:** Records receive the following services as appropriate.

VOLUME (PRV) Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind

- A permanent log is created for each volume to record condition, page order, and services/treatments. A final quality check references this log.
- Dismantle volumes. Sheets are inspected and control numbered as necessary.
- Surface clean sheets to remove deposits.
- Mend tears with archival, acid free, and reversible materials. Mending is accomplished with either Japanese tissue and methyl cellulose adhesive, or Filmoplast R® (an acrylic based and heat set tissue).
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Dimensions match the "book block" dimensions, with a 1/4" binding margin.
- Re-bind in custom-fitted and stamped binder. If encapsulated, a volume may return split, depending on page count. A dedication/treatment report is included in each binder. Index tabs are repaired or replaced, as necessary.

- N. Inventory Key:**

INVENTORY KEY		
BINDING	FORMAT	CONDITION
LL Loose Leaf pages.	M Manuscript or handwritten.	XP Very Poor
BD Bound (sewn) binder.	T Typescript or typed.	XXP Extremely Poor
	PH Negative Photostat.	XXXP Critically Poor
LEVEL OF SERVICE		
PRV Preserve		
IM Image		
MM Microfilm		

O. Deliverables Schedule:

Projects maybe broken into batches of work.

PROJECT TIMETABLE		
WEEK	PROJECT PHASE	COMMENTS
1	COMMENCEMENT & RECORDS TRANSPORT	Document and books are picked up and delivered to the Kofile facility in Carson City, NV.
1	ARRIVAL	Items are unpacked and inventoried. Before any conservation treatments are undertaken, each item is evaluated. An Information log is generated for each item. Titles are verified, items are identified with job numbers, and a stamping sheet is produced. The stamping sheet is sent to the County for verification, if required.
1—3	PREP	Job instructions are written and distributed. Custom materials such as binders are ordered upon approval of stamping. Each stage of the conservation process is carefully documented according to accepted conservation practices. The treatment log always accompanies each item. Volumes are dismantled. Page/image order is checked against the log.
4—6	CLEANING & DEACIDIFICATION	Folio surface cleaning. Adhesives and repairs are removed. All treatments are lab-tested and industry approved. All solvents and adhesives are acid-free and easily reversible. Individual sheets are deacidified.
7—9	REPAIR & RESTORE	Sheets are mended with appropriate methods, such as the application of Japanese tissues. Sheets are encapsulated.
10—12	BINDER ASSEMBLY	Encapsulated sheets are cased for binding. Depending on the chosen housing, the designated books are bound. Binding may include rounding, backing, cover assembly, gold stamping and tooling, cutting of boards and leather, lining, and casing-in and pressing.
13—15	QUALITY CONTROL	Collection undergoes final quality check. Treatment reports are finalized and returned with the collection.
16	RETURN	The collection is wrapped, boxed and delivered to the County. Scanned images are also delivered. Other project requirements are addressed as appropriate.

P. Project Inventory:

Records					Level of
Series Title	Vol. No.	No. Volumes	Estimated Pages	For-Mat	Service
Deeds	4-14	11	400	BD	PRV
Deeds	18-23	6	400	BD	PRV
Deeds	26-29	4	400	BD	PRV
Deeds	31-33	3	400	BD	PRV
Deeds	36-43	8	400	BD	PRV
Deeds	46-50	5	400	BD	PRV
Deeds	53-65	13	400	BD	PRV
Deeds	67-70	4	400	BD	PRV
Deeds	72-73	2	400	BD	PRV
Deeds	75	1	400	BD	PRV
Deeds	77-80	4	400	BD	PRV
Deeds	83-85	3	400	BD	PRV
Deeds	87-88	2	400	BD	PRV
Deeds	90-97	8	400	BD	PRV
Deeds	99-101	3	400	BD	PRV
Deeds	103-104	2	400	BD	PRV
Deeds	107	1	400	BD	PRV
Deeds	109-121	13	400	BD	PRV
Deeds	123-125	3	400	BD	PRV
Deeds	127-134	8	400	BD	PRV
Deeds	136	1	400	BD	PRV
Deeds	138	1	400	BD	PRV
Deeds	140-144	5	400	BD	PRV
Deeds	146	1	400	BD	PRV
Deeds	148-160	13	400	BD	PRV
Deeds	163-203	41	400	BD/LL	PRV
Deeds	208-246	39	400	BD/LL	PRV
Deeds	249-250	2	400	BD/LL	PRV
Deeds	252-307	56	400	BD/LL	PRV
Deeds	309-320	12	400	BD/LL	PRV
Deeds	323-352	30	400	BD/LL	PRV
Deeds	354-364	11	400	BD/LL	PRV
Deeds	366	1	400	BD/LL	PRV
Deeds	368-409	42	400	BD/LL	PRV
Deeds	410-458	49	400	BD	PRV
Deeds	460-607	148	400	BD	PRV
Deeds	609-635	27	400	BD	PRV
Deeds	637-691	55	400	BD	PRV
Deeds	693-694	2	400	BD	PRV
Books		640			

ATTACHMENT B COMPENSATION AND PRICING

1. **Compensation:** This is an all-inclusive, firm-fixed price Contract between the County and Contractor for Property Fraud Prevention Courtesy Notices as set forth in Attachment A, "Scope of Work". Total compensation under this Contract shall not exceed **\$ 1,408,000.00**.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Articles C. Amendment of the County Contract Terms and Conditions.

2. **Fees & Pricing:**

Project Total:	\$ 1,408,000.00
Rescan 55,200 pages or up to 138 (400-page) Deed Volumes	\$ 41,400.00
Less 55,200 pages or up to 138 (400-page) Deed Volumes	\$ (41,400.00)
Total Contract Not-to-Exceed:	\$ 1,408,000.00

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
5. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in monthly in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Name of County Agency/Department
 - d. Delivery/service address
 - e. Master Agreement #CT-059-22010448
 - f. Date of invoice
 - g. Product/service description, quantity, and prices
 - h. Sales tax, if applicable
 - i. Freight/delivery charges, if applicable
 - j. Total

Invoice and support documentation are to be forwarded to:

Orange County Clerk-Recorder
Attn: Accounts Payable
601 N. Ross Street
Santa Ana, CA 92701

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

7. **Payment (Electronic Funds Transfer (EFT)):** The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact Auditor Controller directly via email at admin.vendor@ac.ocgov.com.
8. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.