



AMENDMENT TWO
REGIONAL COOPERATIVE AGREEMENT RCA-017-17010009
BETWEEN
COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE
AND
MATRIX IMAGING PRODUCTS, INC.
FOR DIGITAL SCANNING, INDEXING, AND IMAGING SERVICES

This Agreement, hereinafter referred to as “Amendment Number Two” is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, (hereinafter “County”) and Matrix Imaging Products, Inc., with a place of business at 20512 Crescent Bay Dr Ste 100, Lake Forest, CA 92630-8847, (hereinafter “Contractor”), which are sometimes individually referred to as “Party,” or collectively referred to as “Parties.”

WHEREAS, the County issued a Request for Proposal (RFP) for Scanning, Indexing, and Imaging Services; and

WHEREAS, the Contractor responded to the RFP and represented that its proposed services shall meet or exceed the County's requirements; and,

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Scanning, Indexing, and Imaging Services; and,

WHEREAS, the Parties entered into Contract RCA-017-17010009 for Services effective May 7, 2017 through and including May 6, 2022; and

WHEREAS, the Parties executed Amendment One to replace Attachment B Payment/Compensation, G. Fees and Charges in its entirety effective May 7, 2017; and,

WHEREAS, Parties desire to revise Paragraph S - Change of Ownership, of the Contract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Modify Paragraph S – Change of Ownership to include revised language incorporated herein:

S – 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.

2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

SIGNATURE PAGE

Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

MATRIX IMAGING PRODUCTS, INC. *

**If the Contractor 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.*

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.

J. W. Conhart Title CEO / PRES
 Print Name

JW Conhart Date 1-03-19
 Signature

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

Becky Horn Title Secretary
 Print Name

B Horn Date 1/7/19
 Signature

COUNTY OF ORANGE, a political subdivision of the State of California

Rita Gore Title Deputy Purchasing Agent
 Print Name

Rita Gore Date January 8, 2019
 Signature



AMENDMENT ONE
REGIONAL COOPERATIVE AGREEMENT RCA-017-17010009
BETWEEN
COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE
AND
MATRIX IMAGING PRODUCTS, INC.
FOR DIGITAL SCANNING, INDEXING, AND IMAGING SERVICES

This "Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Matrix Imaging Products, Inc., with a place of business at 20512 Crescent Bay Dr Ste 100, Lake Forest, CA 92630-8847; hereinafter referred to as "Contractor", which are sometimes individually referred to as "Party," or collectively referred to as "Parties."

WHEREAS, the County issued a Request for Proposal (RFP) for Scanning, Indexing, and Imaging Services; and

WHEREAS, the Contractor responded to the RFP and represented that its proposed services shall meet or exceed the County's requirements; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Scanning, Indexing, and Imaging Services; and

WHEREAS, the Parties entered into Contract RCA-017-17010009 for Services effective May 7, 2017 through and including May 6, 2022; and

WHEREAS, the County desires to amend contract to replace Attachment B Payment/Compensation, G. Fees and Charges in its entirety effective May 7, 2017; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Replace Attachment B, Payment/Compensation, G. Fees and Charges in its entirety as follows, effective May 7, 2017:

G. Fees and Services

Contractor shall utilize the pricing schedule below. Contractor must identify all charges/costs in order to provide the services as set forth in the Scope of Work. In addition, Contractor may also provide alternate government discounted pricing (i.e., fixed lump sum costs per month), for County consideration, that in its opinion will best meet the County department needs outside of the pricing schedule below as mutually agreed between County department and Contractor, fixed price to subordinate contracts.

Contractor is to offer only off-site digital scanning, indexing and imaging services.

2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

SIGNATURE PAGE

Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

MATRIX IMAGING PRODUCTS, INC. *

*If the Contractor 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.

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.

J. W. Conhart _____ Title _____
Print Name _____

_____ Date 3-7-17
Signature _____

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

Becky Horn _____ Title Secretary
Print Name _____

_____ Date 03/07/17
Signature _____

COUNTY OF ORANGE, a political subdivision of the State of California

Grace Scott _____ Deputy Purchasing Agent
Print Name _____ Title _____

_____ Date 3/7/2017
Signature _____



REGIONAL COOPERATIVE AGREEMENT MA-017-17010009
BETWEEN
THE COUNTY OF ORANGE
AND
MATRIX IMAGING PRODUCTS, INC.
FOR SCANNING, INDEXING, AND IMAGING SERVICES

This Regional Cooperative Agreement (“RCA”) for Scanning, Indexing, and Imaging Services, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, acting through the County Executive Office/County Procurement Office, hereinafter referred to as “County”, and Matrix Imaging Products, Inc., with a place of business at 20512 Crescent Bay Dr Ste 100, Lake Forest, CA 92630-8847, hereinafter referred to as “Contractor”. County and Contractor may be referred to individually as “Party”, or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments and Exhibits, which are attached hereto and incorporated by reference in this Contract:p

Attachment A – Scope of Services
 Attachment B – Payment/Compensation

RECITALS

WHEREAS, the County issued a Request for Proposal (RFP) for Scanning, Indexing, and Imaging Services; and

WHEREAS, the Contractor responded to the RFP and represented that its proposed services shall meet or exceed the County's requirements; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Scanning, Indexing, and Imaging Services;

NOW, THEREFORE, the Parties mutually agree as follows:

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 Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 his designee, hereinafter "PURCHASING AGENT."

- 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:** Intentionally omitted.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all 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/services 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 "HH" below, and as more fully described in paragraph "HH", 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, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County indemnities 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, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Subcontracting:** 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 or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or subcontract 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 all the penalties imposed for a violation of Section 1720 et seq. 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 terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- 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. **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.
- N. **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.
- O. **Performance:** Contractor shall perform 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 workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance Provisions:** 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) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

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:

Coverage	Minimum Limits
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
Network Security & Privacy Liability (Only require when the Vendor can access sensitive data)	\$1,000,000 per claims made

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 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement 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 Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

- 2) A primary and non-contributing endorsement 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.

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.

If Contractor's Network Security & Privacy Liability is a "Claims Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the 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 forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the County Procurement Office 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.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

- T. **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.
- U. **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.
- V. **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 "HH" above, 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.
- W. **Freight (F.O.B. Destination):** Intentionally omitted.
- X. **Pricing:** Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Intentionally omitted.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **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.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- EE. **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 has 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 effect the purpose of the Parties and this Contract.

FF. **Authority:** Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. **Employee Eligibility Verification:** 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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. 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.

HH. **Indemnification Provisions:** 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.

II. **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 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 Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

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 seven (7) years or minimum 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 County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor’s records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County’s project manager.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Scanning, Indexing, and Imaging Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Contract Term:** This Contract shall be effective for the period May 7, 2017 through May 6, 2022; unless otherwise terminated by County.

The term of any subordinate agreement executed against this Contract by County agencies/departments may not go beyond the life of this Contract. Subordinate agreements executed against this Contract may be subject to approval by the Orange County Board of Supervisors.
3. **Regional Cooperative Agreement:** Regional Cooperative Agreements (RCA) awarded by the County of Orange are intended to be used as cooperative agreements against which individual subordinate contracts may be executed by participating County departments and non-County public entities during the effective dates outlined herein. The RCA terms, conditions, and pricing shall be extended to all subordinate contracts issued in accordance with the RCA. Subordinate contracts shall be in full force and effect through their agreed upon termination date, unless otherwise terminated by the agency/department. County departments and non-County public entities shall issue subordinate contracts in their own names, and be solely responsible for all payment requirements. Contractor shall ensure that all subordinate contracts with non-County public agencies contain an indemnification clause in which the non-County agency indemnifies and holds harmless the County of Orange from all claims, demand actions, or causes of actions of every kind arising out of, or in any way connected with the use of County issued cooperative agreements. Failure to meet this requirement shall be considered a material breach of this RCA and grounds for immediate Contract termination.
4. **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.
5. **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 and conditions of the Contractor have been fulfilled to provide such actual authority.
6. **Authorized Agency/Department Personnel:** Each County Agency/Department will appoint authorized staff who may request Scanning, Indexing, and Imaging Services in accordance with the pricing, terms and conditions of this Contract. These staff will be identified in the subordinate contracts created by each user agency/department, and Contractor shall execute each subordinate contract separately. Authorized agency/department personnel will assign Contract Coordinators, defined in Attachment A, who will oversee Contractor's assigned personnel. Contractor shall not perform services for unauthorized requestors.
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. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - d. County may terminate the Contract immediately without penalty.

8. **Breach of Security:** Any material breach or violation by Contractor or its subcontractors, or the employees or agents of any of the foregoing, or of the Security Policies, shall be deemed a material breach of a material obligation of Contractor under this Contract, and any chronic or critical breach by Contractor or its subcontractors, or the employees or agents of any of the foregoing, or of the Security Policies, shall be deemed an incurable and material breach of a material obligation of Contractor under this Contract.
9. **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.
10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
11. **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 relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
12. **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.
13. **Contractor Personnel:** At any time during this Contract the County shall have the right to require the removal and replacement of any of Contractor’s personnel from providing services to the County under this Contract. The County’s Project Manager shall notify the Contractor’s Project Manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within three (3) business days after written notice by the County’s Project Manager. The County is not required to provide any additional information, reason or rationale or factual in the event it elects to request the removal of any of Contractor’s personnel from providing services to the County under this Contract.
14. **Contractor Project Manager:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. The 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.

The Contractor’s Project Manager shall be assigned to this project for the duration of this 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 three (3) 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 elects to request the removal of Contractor's Project Manager from providing services to the County under this Contract.

15. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
16. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
17. **Contractor's Power and Authority:** Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.
18. **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 seven 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 DPA.
19. **County Project Manager:** The County shall appoint a Project Manager to act as liaison with Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.
20. **Cost/Price Data:** At all times during and following the period of Contract performance, the County may require Contractor to furnish such cost and pricing data as the County deems necessary to assess the reasonableness of Contract pricing, including the reasonableness of changes. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.
21. **County Of Orange Child Support Enforcement** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
 - a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

22. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
23. **Default:** In case of default by Contractor, the County of Orange 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.
24. **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 Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department 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 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.

25. **Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:**
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - v. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - vi. Will receive a copy of the company's drug-free policy statement; and
 - vii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
 - b. The Contractor violates the certification by failing to carry out the requirements as noted above.
26. **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.
27. **Enhanced Security Measures:** County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall, and shall cause Contractor employees and subcontractors to, fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
28. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 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.

29. **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 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.
30. **Headings Not Controlling:** Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.
31. **Interpretation of Contract:** In the event of conflict or question involving the provisions of the main body of this Contract, i.e., those provisions set forth in the Recitals and Articles of this Contract, and the provisions of the Exhibits and Attachments, interpretation and clarification as necessary shall be determined by the County's Purchasing Agent or his designee.
32. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
33. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
34. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
35. **Ownership of Documents:** Except as otherwise expressly set forth herein, the County has exclusive permanent ownership of all direct, connected and derivative materials produced under this Contract by

the Contractor. All documents, reports and other incidental or derivative work or materials produced hereunder shall become and remain the exclusive permanent property of the County and may be used by the County as desired 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.

36. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the attachments and exhibits.
37. **Price Increase/Decrease:** No price increases will be permitted during the first annual period of the Contract. Federal and State mandate may supersede to dictate such increase. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, 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.
38. **Reports/Meetings:** The County's Contract Administrator and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information as is requested by the County for the purpose of monitoring progress under this Contract.
39. **Title to Data:** All materials, documents, data or information obtained pursuant to this Contract 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, except as required to fully execute the Scope of Work, including any optional services thereunder.
- All such materials, documents, data, or information, including copies, shall be promptly returned or delivered to the County upon expiration or earlier termination of this Contract.
40. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the contract, regardless of quantity requested.
41. **Usage Reports:** The Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within ten (10) business days of such request. The usage report shall include all information requested by County, in a format specified by County.

Contractor is required to maintain a list of the participating County Agencies / Departments and other political sub-divisions that use this Contract. The list shall report dollar volumes spent and shall be provided to the Contracts Contact as requested, in a format acceptable to the County.

The information on the usage reports shall include, but not be limited to, the following:

- Name of user County agency/department
- Item description and quantity utilized
- Extended cost amount(s)

One copy of a requested report shall be sent to the County at the following address:

County of Orange
County Procurement Office
Attn: Assigned DPA
1300 S Grand Ave, Bldg A, 2nd Floor
Santa Ana, CA 92705-1044

A separate address may be provided by the requesting County agency / department forbearing the address through their user subordinate agreement or account.

- 42. **Validity:** The invalidity in whole or in part of any article or provision of this Contract shall not void or affect validity of any other article or provision of this Contract.
- 43. **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 contained 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.
- 44. **Notices:** Any and all notices, requests, demands and other communications called for, permitted or required to be given hereunder shall be in writing, except through the course of the Parties' Project Manager/Contract Administrator routine exchange of information and cooperation during the term of the Contract and except as otherwise provided herein, and shall be deemed to have been duly given (a) upon actual delivery, if delivery is made in person; or (b) upon delivery agreed to as the actual day of receipt or no more than four calendar days after being mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate Party (the date of mailing shall count as the first day), whichever occurs first. All notices shall be delivered to the following address or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid:

For Contractor: Name: Matrix Imaging Products, Inc.
 Attention: Brian Einbund
 Address: 20512 Crescent Bay Dr Ste 100
 Lake Forest, CA 92630-8847
 Telephone: (714) 556-5600
 Email: brian.enbund@matriximaginginc.com

For County: Name: County of Orange, CPO
 Attention: Grace Scott
 Address: 1300 S. Grand Avenue, Building A, 2ND Fl.
 Santa Ana, CA 92705-4434
 Telephone: (714) 567-5025
 Email: Grace.Scott@ocgov.com

SIGNATURE PAGE

In WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below:

MATRIX IMAGING PRODUCTS, INC. *

*If the Contractor 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.

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.

<u>I. W. Lohrert</u>	<u>Pres.</u>
Print Name	Title
<u>[Signature]</u>	<u>02/16/17</u>
Signature	Date

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

<u>Becky Horn</u>	<u>Secretary</u>
Print Name	Title
<u>[Signature]</u>	<u>02/16/17</u>
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

<u>Grace Scott</u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
<u>[Signature]</u>	<u>02/16/2017</u>
Signature	Date

ATTACHMENT A
SCOPE OF SERVICES

I. INTRODUCTION

The County of Orange (hereinafter referred to as “County”) has established a Regional Cooperative Agreement (RCA) for Scanning, Indexing, and Imaging Services (hereinafter referred to as “Services”). The awarded contract (hereinafter referred to as “Contract”) will be a usage contract between the County and the awarded Proposer (hereinafter referred to as “Contractor”) in accordance with this Scope of Work.

II. OVERVIEW AND APPROACH

Contractor shall provide all labor, materials, tools, and equipment required for Scanning, Indexing, and Imaging Services for all County Agencies/Departments requesting Services under the Regional Cooperative Agreement. Services shall be provided on an as-needed basis per Agency/Department requirements, whereas subordinate agreements will be generated.

Services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM) and Government Code section 26205.1.

Contract shall include, but not be limited to, provision of the following:

- 1) Inventorying and preparation for scanning of boxed documents provided to Contractor by County
- 2) Scanning of office and engineering drawings; photographs; case files; patient records; medical records; business records; parcel, subdivision, lot grade and curb grade maps; Public Hearing exhibits; precinct maps; Medical Examiner records and other documents as provided by Agencies/Departments
- 3) Onsite scanning as required
- 4) Indexing of image files
- 5) Archiving of document images and metadata onto permanent storage media
- 6) Copy and/or printing of microfilm/microfiche records
- 7) Roll film and microfiche scanning services
- 8) Indexing services
- 9) Release of metadata and images to legacy imaging and document management applications
- 10) OCR services
- 11) Electronic form design and implementation
- 12) Conversion of CD-ROM images and data for use in County document system
- 13) Compliance with Agency and/or Department-specific requirements for document handling and confidentiality
- 14) Delivery of document scan and index files in a format compatible with and usable by Agency/Department-specific document management applications

III. DEFINITIONS

AIIM Association for Information and Image Management

ANSI American National Standards Institute

MASL Minimum Acceptable Service Level

MQL Minimum Quality Level

ANSI American National Standards Institute

OCR Optical Character Recognition

PDF Portable Document File (Adobe)

TIFF Tagged Image File Format

DPI Dots Per Inch

FTP File Transfer Protocol

SQL Structured Query Language

ODBC Open Database Connectivity

IV. CONTRACTOR SERVICE INCLUSIONS

A. General Service Requirements

Contractor shall, at a minimum, meet the following service requirements:

1. Be available Monday – Friday from 8:00 a.m. to 5:00 p.m. Pacific Time. Contractor shall maintain an office with a telephone in the company's name. At least one Contractor employee that can respond to inquiries and complaints shall staff the office during the hours of 8:00a.m – 5:00pm, Monday through Friday. When the office is closed, an answering service shall be provided to receive calls.
2. Answer calls received by the answering service within two (2) hours of receipt of call.
3. Make Services available on a 24-hour turnaround basis for limited use by Agencies/Departments on an emergency basis.
4. Provide required Network Security & Privacy Liability insurance when Payment Card Industry Data, Protected Health Information or Personal Identifiable Information is accessible to the Contractor.
5. Provide document pickup and delivery at the locations specified and according to schedule(s) determined by County Agencies/Departments. These locations will generally be within the geographical area of downtown Santa Ana, CA. Contractor must provide the necessary equipment, e.g., hand truck or hand cart, to load/unload County documents during pickup and delivery service. County personnel will not participate in the loading/unloading of documents. County will contact Contractor prior to scheduled pick-up(s) if there are items for pick-up. In the event of unusually high volume, County will contact Contractor with a box count so that Contractor may adjust the size of the transport vehicle as necessary.

If a supplemental document needs to be added to a record that has already been provided to County, Contractor will schedule pickup of the document and scan/append the document as the first page in the digital record at no additional cost to County.

6. Transport all County documents in a secure, covered vehicle.

7. Make all documents in Contractor's possession available and retrievable by County personnel within a 24-hour recall period, either by returning the original document(s) to the County or providing a digital image via email or other transfer protocol.
8. Utilize current hardware and software (preferably not greater than three years old) for film conversion and determine the resolution that will yield the best image quality and that will be forwardly compatible with County software.
9. Maintain physical and data protection and control of all County files at all times. County may conduct a formal walk-through of the Contractor's facility to validate that Contractor's physical security meets the minimum standards for security as described in the Security section of this Scope of Work. County documents and all copies remain the property of County at all times.
10. Provide controlled access to Contractor's building.
11. Perform all services, without exception, within the continental United States.
12. Prepare documents to include removal of staples, clips, and bindings, sticky notes, rubber bands, unrolling of maps, repair of torn documents, etc.

B. General Scanning, Indexing and Imaging Service Provisions

Additional and/or detailed document scanning requirements may be specified by individual County Agencies/Departments. At a minimum, Contractor shall have the ability to:

1. Coordinate pick-up and delivery of source media and converted data.
2. Deliver to each Agency/Department its scanned files in the format and via the media or method requested by that Agency/Department.
3. Scan media at 300 DPI or higher. County will accept varying DPI for color copies if the copies produced are the same or superior to those at 300 DPI.
4. Maintain a priority scanning sequence of paper, film and aperture cards.
5. Contractor shall ensure 100% image capture.
6. Provide mixed media scanning of large architectural drawings, Mylar (film), sepia and "Blue Line" drawings as well as standard office-sized documents.
7. Accommodate various paper weights, types and sizes, including, but not limited to:
 - Color documents
 - Grayscale paper files ranging in size from (but not limited to) 8.5" x 11" E size drawings
 - Manuals (with disposable bindings)
 - Photographs
 - Mounting small papers on same color papers in order to ensure proper lighting illumination when scanning various colored documents. (It is acceptable to scan smaller papers separately without mounting if the image result is the same or better.)
8. Ensure that all related documents, regardless of size, are scanned into and indexed in the same file folder. Where applicable, documents are to be re-stapled prior to being returned to County.
9. Provide special handling and scanning of older or degraded files and plans. County expects Contractor will produce the best image possible and will make the necessary repairs, e.g., taping corners, staple removal, etc., to produce an acceptable product.

10. Scan documents contained within a file in the same sequence as originally received. If the individual Agency/Department requires the return of document originals, Contractor shall return documents within a file in the same sequence as originally received. Actual file folders will not be scanned.
11. Provide automatic double-sided scanning. Both sides of documents shall be imaged, excluding blank pages.
12. Digitize rolled film (16mm).
13. Digitize jacketed microfiche sheets.
14. Convert scanned images to PDF archive format as well as PDF image, including searchable text with thumbnails or bookmarks.
15. Convert TIFF Images to searchable PDF images.
16. Provide Optical Character Recognition (OCR) services. This process shall provide an accurate conversion of image data into a searchable PDF format. Contractor should address whether a searchable database can be generated from OCR and whether OCR information will be retained.
17. Not purge any documents during the preparation and/or scanning process without written permission from County Project Manager.
18. Use batch targets to indicate file separation and individual document types. Automatic de-skew, de-speckle, document rotation, border detection and image enhancement shall be provided at no extra cost to County.
19. Use target identifiers that will minimize manual indexing and ensure the proper segmentation and compilation of file folders. Each record type will have an indexing structure. Examples of the types of targets that shall be used include:
 - Batch Targets
 - Folder Separators
 - Certification Targets
 - Document File Identifier
 - Document Type Identifier
20. Complete indexing for all scanned images and review for accuracy prior to submission to County. Indices shall be in Microsoft SQL or ODBC compatible-format.
21. Verify all index information to ensure accurate retrieval of imaged data.

C. County Agency/Department-Specific Service Provisions

Contractor is expected to enter into agreements with individual Agencies/Departments under this Contract and to tailor Services to meet Agency/Department needs. Services subject to customization by individual Agencies/Departments may include, but are not limited to:

1. Include requirement for Network Security & Privacy Liability insurance when Payment Card Industry Data, Protected Health Information or Personal Identifiable Information is accessible to the Contractor.
2. **HIPAA:** Confidentiality of all programs and records pursuant to all statutory laws relating to privacy, confidentiality, HIPAA, and confidentiality as now in existence or as hereafter concerning any and all persons and data referred to the Contractor by the County shall be

considered confidential and kept confidential by the Contractor and Contractor's staff, agents and employees. Upon request of County, Contractor's staff may be required to sign and return a confidentiality statement from each person having access to data while in Contractor's possession and beyond.

County agency/department shall provide the appropriate HIPAA Business Associate Language Terms and Conditions pertinent to need basis.

3. Work Location

Work may be performed at Contractor facility, County facility, or some combination thereof per the requirements of each Agency/Department. Contractor must maintain the ability to perform work at either location.

4. Document Handling

a) Specific pickup/delivery schedules will be determined by each Agency/Department in coordination with Contractor.

b) Agencies/Departments may arrange to have documents sent to Contractor by the originating entity via U.S. Mail or other delivery service. In such instances, Contractor will complete opening, sorting, and stamping of date received for all documents thus delivered to Contractor.

5. Volume

Document volume will be specified by each Agency/Department. The number of documents/records to be processed in a given timeframe will be negotiated by Agency/Department directly with Contractor.

6. Turnaround

Contractor shall upload the scanned images and their indices into each Agency/Department data repository within one (1) week of pickup of the documents/records unless otherwise specified by Agency/Department.

7. Agency/Department Scopes of Work

Contractor shall provide timeframes for completion and costs to complete based on the terms of the Master Contract to each contracting Agency/Department.

8. Document Return

All documents must be returned to County unless specified differently.

9. Document/Record Transmittal and Indexing

a) Agencies/Departments shall provide Contractor with records/documents that are stored in adequately marked boxes.

b) Each Agency/Department will specify whether Contractor or Agency/Department will be responsible for providing a document manifest for each box of records/documents.

c) Contractor shall index each document/record according to Agency/Department specifications.

d) Contractor shall provide bar-coding services for the County at no additional charge.

10. Provision of Scanned Documents via Medium of Agency/Department's Choice

Scanned documents may be provided via one or more of the following media per each Agency/Department's requirements:

- a) DVDs
- b) Online repository
- c) FTP site
- d) Computer server accessible by FTP which shall be accessible and importable via online and/or Internet secured access
- e) Online and/or Internet secured access
- f) Contractor hosted system

11. Provision of Files for Use by Agency/Department Specified Software Application(s)

- a) Agencies/Departments electing to receive document files in electronic format may specify whether Contractor or Agency/Department has responsibility for uploading files to the identified target platform(s).
- b) Agency/Department technical staff may work with Contractor to define file formats, data formats and import requirements for each Agency/Department application(s).
- c) Document repositories must integrate seamlessly with Agency/Department administrative work environment.
- d) Contractor shall provide all information, support and assistance necessary for the importation of each data repository.
- e) Contractor shall retain the data repository for a minimum of thirty (30) days or for a period specified by Agency/Department after Agency/Department has successfully imported the data.
- f) In the event that data is lost by Agency/Department, Contractor shall provide a copy of the lost data in the specified format, provided Agency/Department requests the data within the specified Contractor retention period.

D. Service Levels

- 1. The Minimum Acceptable Service Level (MASL) for Services is a minimum of 24 hours and a maximum of two work weeks (80 hours) from the time the work is received by Contractor.

Contractor shall be asked to provide the minimum MASL of 24 hours in emergency or urgent circumstances. Work provided in this timeframe may receive compensation at a premium rate that shall be established prior to commencement of work for any County Agency/Department.

- 2. Pick-up and delivery schedules will be negotiated between Contractor and the applicable representative for each Agency/Department.

E. Security

Contractor assumes responsibility for protecting County equipment and data assets and maintaining their integrity, confidentiality, and availability at all times. County may, at any time, conduct a formal walk-through of Contractor's facility to validate that Contractor's physical security meets the minimum standards for security as described herein. The County Information Security Officer (CISO) or designee may validate that Contractor's security plan is being enforced and that all precautions are being taken to secure and protect County records.

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.

Contractor will only use and disclose County data as permitted in this agreement and only use the data to perform an administrative function in direct support of the County. All other uses and disclosure of County data requires the express written approval on the County. Access to County data will be limited to those who require this access to perform their official duties in support of County business requirements. Contractors who access, disclose, or use County data for a purpose not authorized in this agreement may be subject to civil and criminal prosecution.

Contractor will provide training for all employees who access County data to ensure compliance with this agreement prior to providing them with access to this data and annually thereafter. Documentation of training of training completion shall be retain for three years after completion.

All Contractor employees must sign a confidentiality statement acknowledging understanding all information security related provisions in this contract prior to accessing County data and annually thereafter. Signed statements must be retained for a minimum of three years. The statement shall include at a minimum: General use; security and privacy safeguards; unacceptable use; and enforcement policies.

All workstations, laptops, tablets or other communication devices this process or store County data must encrypt the data using a FIPS 140-2 256 bit or higher algorithm that is full disk. Servers that process or store County data must have sufficient administrative, physical and technical controls in place to protect that data based on a risk assessment and security review.

All workstations and laptops which process or store County data must install and actively use an anti-virus software solution that automatically updates at least daily.

All workstations and laptops which process or store County data must have critical security patches applied within 30 days of release. Higher risk patches should be applied within 7 days.

All users must have a unique password with high complexity (minimum 8 characters with at least one upper case letter, lower case letter, number and special character) and which must be changed at least every 90 days.

The systems providing access to County data must have an automatic timeout requiring re-authentication of users after no more than 20 minutes of inactivity.

All systems providing access to County data must display a warning banner stating at a minimum that the data is confidential, the system is logged, and that the system shall only be used for business purposes by authorized users.

The systems that provide access to County data must maintain an automated audit trail that can identify the user on the system.

All mobile devices that store County data must be encrypted with a solution that meets FIPS 140-2 256 bit requirements.

In the event of a data breach caused by the Contractor, the Contractor shall: notify the agency immediately; be responsible for notification of all affected individuals and; pay for identity theft prevention and mitigation services for all impacted individuals for at least one year.

1. Security Plan

- a) Contractor shall provide a written security plan a minimum of two (2) weeks prior to Contract start date and the County must approve this plan prior to gaining access to County data. This plan will explain the procedures to be used by Contractor to prevent theft or unauthorized access to and/or dissemination of County data, documents, photographic images, sound recordings, CDs, DVDs, or other County-owned media.
- b) Contractor shall describe all safeguards in place to ensure compliance with legal and regulatory requirements as they relate to County data. These include, but are not limited to, Personal Identifying Information (PII), the Health Insurance Portability and Accountability Act (HIPAA), SB1386 compliance, Payment Card Industry (PCI) Data Security Standards, and Sarbanes-Oxley (SOX).
- c) Contractor shall describe all processes in place to ensure compliance with requirements for County data classification, including County *Proprietary*, *Confidential* and *Sensitive* classifications.

2. Control Access

- a) Access to the work area shall be controlled by through key cards, key pad access, or other secure means. Only authorized and cleared personnel shall be permitted in the area where County documents are stored, scanned or indexed.
- b) Contractor shall maintain a daily incoming and outgoing log of all personnel entering or leaving the facility for the duration of this contract.

3. Uniform/Identification Badges

- a) Contractor employees assigned to pick up documents and records from County facilities shall wear an appropriate uniform at all times. At a minimum, such uniform shall consist of a shirt featuring the Contractor name/logo. Uniforms will be provided by and at Contractor expense.
- b) Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee, at a minimum, by name, and company. Such badge shall be displayed on employee's person at all times he/she is at County facilities or on County premises.

4. Background Checks

- a) Contractor employees assigned to perform duties under this contract shall undergo security screening. Proof of security screening must be made available to County at its request. Contractor employee screenings will be considered acceptable if they meet one or more of the following criteria:
 - Successful completion of a security background check conducted by the Orange County Sheriff's Department.
 - Proof of a current "Secret" or "Top Secret" security clearance from a Federal Agency.
 - Proof of a background check performed by either State or Local (California) government security staff, equal to that conducted by the Orange County Sheriff's Department, within the preceding 12-month period.
 - A statewide and national screening of law enforcement agency databases such as Live Scan.
- b) Background checks will be provided at Contractor expense.

F. Quality Assurance and Control

1. Contractor shall:

- a) Ensure services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM) and Government Code section 26205.1.
- b) Provide to County samples of documents converted to appropriate media within 30 working days of contract award for the purpose of establishing Quality Benchmarks. Additionally, prior to the start of any new Agency/Department engagement or project, representative samples as specified above will be provided to Agency/Department. County and Contractor will meet and jointly agree as to the subjective measurement(s) for acceptable image quality.
- c) Return scanned media on no less than a weekly basis.
- d) Provide County with a weekly report that indicates work received from each Agency/Department. This report shall include the time received, the type and volume of work.
- e) Perform adequate quality assurance so that the index data is 99 % accurate at the field level.
- f) Be subject to random quality checks of all Services. When the image quality encountered by County during a random inspection is poor or marginal, County shall compare this image to the previously accepted benchmark sample. If the document image in question is equal to or of better quality than the benchmark sample then the document will be accepted; if not, the document (image) along with all images contained in the same file folder will be rejected and re-scanned by Contractor. If Contractor is repeatedly unable to produce acceptable image quality from documents determined to be acceptable in the benchmark test, County shall issue a cure notice asking Contractor to explain how they are going to rectify the problem. If Contractor's response is not satisfactory, County shall have the right to terminate the contract for default. After rejecting a file, the applicable Agency/Department representative may inspect at least ten (10) additional document scans both before and after any corrective actions have been taken. If this inspection results in another rejection of an image or file, then the entire batch may be rejected.

- g) Ensure that any document that is regarded as poor quality will be compared to the quality sample provided by County. Images not meeting this quality level may be cause for rejection by County unless Contractor can prove that it has provided the best image possible based upon the original document.
2. Contractor must provide a Quality Assurance Plan. This plan must be accepted by County prior to commencement of Services. The plan shall, at a minimum, include the following:
- a) An acknowledgement that all images must be equal to or better than the benchmark samples submitted and accepted by County. Contractor must provide a method for handling missing images, multiple images, and incorrect or poor-quality images. The County may elect to receive or reject the product at no cost to the County. County may reject product and require Contractor to reproduce product to meet Minimum Quality Level (MQL).
 - b) Description of how the production process will produce consistent quality on a regular basis.
 - c) Formal documentation of all production procedures.
 - d) Description of the document preparation process.
 - e) Description of the indexing process for data entry and for Optical Character Recognition (OCR) processes which can meet the MASLs.
 - f) Written quality assurance procedures for image and index data.
 - g) A description of how document and file index integrity will be maintained throughout the conversion process.
 - h) Legal certification documenting the creation date, imaging staff and job tracking.
 - i) Method for monitoring the number of documents and/or microfilm picked-up, the number of documents prepared for imaging, the number of pages imaged, and the number of documents returned.
 - j) Methods for maintaining the integrity of the data extracted and assuring the clarity of the scanned images.
 - k) Method for achieving ninety-nine percent (99%) accuracy of converted/scanned images.
 - l) Method for providing searchable text from full page OCR that is 99% accurate on a page basis.
 - m) Method for ensuring that PDF index file formats are 100% compatible with County imaging and document management system (including Hyland OnBase).
 - n) Description of method/solution for conversion/scanning of the remaining percentage (no greater than one percent (1%) of non-scanned/non-converted images.
 - o) Description and sample of Exception Report that identifies, lists, and explains each document that was not successfully scanned or indexed or otherwise failed contractor's internal quality control process. The report will also include the sample size of the batch that was reviewed and the number of packages in error.
3. Upon request, Contractor shall provide to County a Summary Exception Report, including a record of all inspections conducted by Contractor, corrective actions taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action

G. Personnel

In order to fulfill the requirements of individual County Agencies/Departments, Contractor shall assign:

1. Sufficient numbers of employees to perform the required work. Contractor shall ensure that all persons with access to County records have undergone a background investigation prior to accessing the records per the Security section of this Scope of Work.
2. A full-time Project Manager (single point of contact) and designated alternate. Project Manager and designated alternate shall have full authority to act for contractor on all matters relating to the daily operation of this contract. Project Manager and designated alternate shall be able to effectively communicate in English, both orally and in writing.

H. Training

1. Contractor is responsible for the training of new and existing personnel assigned to this contract. At a minimum, Contractor will provide:
 - Initial training for new employees
 - Continuing in-service training for all employees
 - Training in the secure and confidential handling of County documents
 - Training in assigned tasks and in the safe handling of equipment
2. Contractor shall provide training necessary to bring Agency/Department staff to a proficient level of expertise in operation of any hosted solution provided under Contract.

I. Materials and Equipment

1. Contractor shall be solely responsible for the purchase and maintenance of all materials and equipment, including hardware and software, required for provision of Services. Contractor shall use materials and equipment that are safe for the environment.
2. Contractor is responsible for hardware, software and equipment maintenance, including, but not limited to, any upgrades, patches and/or enhancements.
3. Contractor must provide installation, testing and implementation of any onsite materials and equipment as well as onsite system support as needed.

J. Back-up and Recovery

1. Contractor is required to have a viable risk management strategy that is formally documented in a Business Continuity Plan (BCP) and/or a Disaster Recovery Plan (DRP). The BCP/DRP shall identify recovery strategies within the application service areas, outline specific recovery methods and goals, indicate data backup and recovery methodology, and provide the maximum time required to restore Services to County in the event of a system disruption or failure.
2. Contractor's data backup and recovery methodology shall ensure security for all backup and archive data by creating a robust strategy for use of unalterable backup media and chain of custody procedures. These procedures shall include a documented media destruction strategy compliant with County regulations as required.

K. Transition Plan

In the event that the County wants Matrix to stop working on an existing project and return everything to the County, the County only needs to notify Matrix and we will provide the County with their options. We can either: stop immediately wherever we are with the project, return the boxes and any images converted but not yet delivered, to the County. Or we can complete the boxes we currently have at our location, deliver back the images and boxes and then not pick up any further boxes related to the project.

Matrix is local and will address any emergencies right away. Matrix will send a Manager on-site (we can be there within a couple hours) to discuss the emergency with the County and come up with a solution immediately.

**ATTACHMENT B
PAYMENT/COMPENSATION**

A. PAYMENT AND COMPENSATION

Contractor shall reference Contract number on invoice. Payment shall be net 30 days after receipt of an invoice in a format acceptable to County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's project manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

- a. 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.
- b. 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.
- c. Compensation: The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration 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 County shall have no obligation to pay any sum in excess of Contract price specified below unless authorized by amendment.

The Contractor shall provide an invoice on Contractor's letterhead for services rendered. Each invoice shall have a number and shall include the following information:

- a. Contractor's name and address;
- b. Contractor's remittance address;
- c. Contractor's Federal Tax I.D. Number;
- d. Name of County Agency/Department;
- e. Service address;
- f. Subordinate Agreement MA-DO, PO or CT Number
- g. Service description: Rate, service date(s), quantity, and extension amount per line item
- h. Total Amount Due

Invoices and support documentation are to be forwarded to:

Name of Agency: TBD
Contact Information: TBD

B. 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 the agency/department representative listed in the Contract.

C. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the first annual period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, 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.

D. **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.

E. **FIXED-FEE CONTRACT**

This is a fixed-fee Contract between the County and the Contractor for services as provided in Attachment A, Scope of Work. The Contractor agrees to supply all goods and services required to perform the services.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration 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 County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment.

F. **FIRM DISCOUNT AND PRICING STRUCTURE**

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

G. **FEES AND CHARGES**

Proposer(s) shall utilize the pricing structure below to outline Pricing/Cost. Proposer(s) must identify all charges/costs in order to provide the services as set forth in the Scope of Work. In addition, Contractor may also provide alternate pricing (i.e., fixed lump sum costs per month), for County consideration, that in its opinion will best meet the County requirements. Note: Unidentified charges will not be considered and will become the responsibility of the Contractor, at no cost to County. County shall pay the Contractor at the fixed rate set forth below.

Capture/Scanning

<u>Item Description</u>	<u>Cost</u>
Off-Site Scanning of office and engineering drawings; photographs; case files; patient records; medical records; business records; parcel, subdivision, lot grade and curb grade maps; Public Hearing exhibits; precinct maps; Medical Examiner records and other documents as provided by various Agencies/Departments - mixed sizes and paper weights:	
Scan paper up to 11 x 17, <u>per image</u>	\$ 0.039
Scan paper up to 36 x 48, <u>per image</u>	\$ 0.68
Scan 16MM Roll Film <u>per image</u>	\$ 0.012
Scan 35MM Roll Film <u>per image</u>	\$ 0.045
Scan 16MM Fiche <u>per image</u>	\$ 0.035
Scan 35MM Fiche <u>per image</u>	\$ 0.051
COM Microfiche <u>per image</u>	\$ 0.029

Indexing

<u>Item Description</u>	<u>Cost</u>
Indexing off site; price <u>per character</u>	\$ 0.005
OCR (Optical Character Recognition) form based, OCR template automatic convert image data to text, <u>per image</u>	\$ 0.005
Full page OCR (Optical Character Recognition), <u>price per page</u>	\$ 0.005

Miscellaneous

<u>Item Description</u>	<u>Cost</u>
Electronic form design per hour	\$ 175.00
CD Output price per CD	\$ 50.00
DVD Output price per DVD	\$ 50.00
Secure Transportation of Original Documents and various media types not mentioned in the scope of work, <u>price per trip each way</u>	\$ 30.00
Conversion of data or images to various county software files, <u>per hour</u>	\$ 175.00
Conversion to PDF image, archive format and searchable text with thumbnails, <u>per image</u>	\$ 0.005
Off-Site Professional Services including Initial project Set-Up, Installation, Implementation, Training, Technical Support, and time to import scanned images/data onto Server, etc. <u>per hour</u>	\$ 125.00
Off-Site: File Preparation, Cataloging, and Reassembly (Staple removal, dividing sections, etc.) Quality Control (Performed in a separate queue) <u>per hour</u> .	\$ 19.25
Document destruction; <u>per box</u>	\$ 2.00
Scan Aperture Cards, <u>per card</u>	\$ 0.35

H. EQUIPMENT LIST

Contractor shall utilize the equipment specified below to provide services to County.

TYPE OF EQUIPMENT / MATERIALS / TOOLS	PURPOSE
Fujitsu 5950	Scans paper up to 8.5 x 14 paper
Contex HD 14280	Scans large format
Mekel Mach VII	Scans fiche & aperture cards
Mekel Mach V	Scans roll films
Omnibook Pro	Scans bound materials
Fujitsu 6670	Scans / rescans up to 8.5 x 14 paper
PapervisionCapture	Conversion Software
Quatum Process	Film enhancing software
Kofax Capture	Convert paper that requires OCR
Chevy Cargo Van	Pick up and return boxes

I. No SUB-CONTRACTING