



**REGIONAL COOPERATIVE AGREEMENT
(RCA) # MA-017-12011896**

BETWEEN

COUNTY OF ORANGE

AND

MATRIX IMAGING PRODUCTS, INC.

FOR

**SCANNING, INDEXING AND IMAGING
SERVICES**

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**REGIONAL COOPERATIVE AGREEMENT MA-017-12011896
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 **Matrix Imaging Products, Inc.**, with a place of business at **8 Rancho Circle, Lake Forest, CA 92630**, (hereinafter referred to as "Contractor"), and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") which may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) for Scanning, Indexing and Imaging Services (RFP #017-569312-SL) as further set forth herein; and

WHEREAS, the Contractor responded and represented that its proposed products/services meet or exceed the requirements and specifications of the RFP #017-569312-SL; and

WHEREAS, the County wishes to enter into a Regional Cooperative Agreement (RCA) to obtain Scanning, Indexing and Imaging Services for County Agencies/Departments County-wide;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

County General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, Attachments A, B, C, and Exhibit I which are incorporated herein, contains the entire Contract between the Parties with respect to the matters herein and there are no understandings, agreements, 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 equipment, shall not be valid or binding on County unless accepted in writing by the County's Deputy 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.
- D. **Taxes:** This Contract shall include any and all applicable taxes. Contractor certifies all taxes in association to the services and/or products applicable to this Contract are hereby outlined in Attachment B, Cost/Compensation of this Contract. County shall not be charged or liable for any taxes not outlined in

Attachment B, Cost/Compensation of this Contract. Contractor shall bear the responsibility, and shall be liable for payment (or reimbursement to the County) of any Local, State, and/or Federal taxes not outlined in Attachment B, Cost/Compensation of this Contract.

- E. **Delivery:** Time of delivery of goods or Services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, or services that do not conform to the Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance of the Scanning, Indexing and Imaging Services shall not be deemed complete unless in writing and until all the goods/services have actually been received to the satisfaction of County, and 2) payment shall be made after satisfactory acceptance of County and in accordance to Attachment B, Compensation and Pricing Provisions.
- 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 shall not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "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 Sub-contracting:** 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 sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract 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 shall 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 anti-discrimination law or regulation including but not limited to Section 1720 et seq. of the California Labor Code.

- K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in the Contract, 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 the 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 Contractor 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 and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore 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.

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 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), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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 licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be 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.**

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents 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.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the County 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a sever-ability 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 days of notification by CEO/Purchasing 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 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” below, 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 (thirty-six) 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" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract 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 Work attached to this Contract, and no additional compensation shall be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** To the extent enforceable under California law, each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- 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. **Sever-ability:** 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 shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision 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 of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

- FF. **Authority:** The 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:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- 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 Indemnities") 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 Indemnities, Contractor and County agree that liability shall be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Additional Terms and Conditions

1. **Scope of Services:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Scanning, Indexing and Imaging Services under a usage Contract, as set forth in the Scope of Work identified as Attachment A to this Contract.
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and shall continue for one (1) year from May 7, 2012 through May 6, 2013, unless otherwise terminated by County. This Contract may be renewed for up to four (4) additional one-year consecutive terms, upon written agreement of the Parties. The County is not required to provide any reason or rationale in the event that it elects not to renew this Contract.
3. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B, Cost/Compensation, 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.
4. **Contractor's Expense:** The Contractor shall be responsible for all costs related to photo copying, telephone communications, fax communications, travel, parking while on County sites, and any and all "out of pocket" expenses incurred by the Contractor, during the performance of work and services under this Contract unless otherwise specified. The County shall not provide free parking for any service provided by Contractor on any County Facility.
5. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during

the term of this Contract. If such appropriations are not forthcoming, the Contract shall be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funding by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

6. **Breach:** 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; and
 - 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; and
 - d. County may terminate the Contract immediately without penalty.

7. **Disputes:**

- 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 County Agency/Department Project Manager assigned buyer 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.

8. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this

clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either

- 1) Cancel the stop work order; or
 - 2) Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days notice of the termination of the Contract to Contractor if a stop work has been issued by County.
9. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party shall assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
10. **County and Contractor Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's 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 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) calendar days after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's Project Manager from providing services to the County under this Contract.
11. **Contractor Staff:** In addition to the rights set forth in Paragraph 10, County and Contractor Project Manager, above; the County's Project Manager 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 one (1) calendar day after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to the County under this Contract.
12. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager shall 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 that is requested by the County for the purpose of monitoring progress under this Contract.
13. **Conflict of Interest – (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, relatives, sub-tier Contractors and third parties associated with accomplishing work and services hereunder. 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 interest of the County.

14. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
15. **Data – Title to:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract shall at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
16. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned buyer.
17. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the County's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit shall be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County shall provide reasonable notice of such an audit or inspection. Failure to allow the County prompt and full access as stated above may result in a material breach of this Contract.

The County reserves the right to audit and verify the Contractor's records before payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of four years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the 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.

1. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so shall not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any

of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

18. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
19. **News/Information Release:** The Contractor agrees that it shall not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
20. **County of Orange Child Support Enforcement Requirements (Exhibit I – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the 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 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 shall continue to so comply. The required certification is listed in Exhibit I. A blank Exhibit I is attached hereto.

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 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

21. **EDD Independent Contractor Reporting Requirements:** California Senate Bill 542 requires businesses and government entities to report specified information regarding independent Contractors to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent Contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes a Contract for services performed or that business or government entity either in or outside of California.

22. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
23. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County shall discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents shall be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents shall be returned to Contractor for correction.
24. **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.
25. **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, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this Contract at the convenience of the using agency/department.
26. **Usage Reports:** Upon County request, Contractor shall submit usage reports to the County which shall include, at minimum, summarized quantities, item descriptions (including Manufacturer/Part No.). The usage report shall be in a format specified by the County.
27. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

28. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
29. **Delivery Parking:** The County of Orange will not provide free parking for delivery services.
30. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

CONTRACTOR:

Matrix Imaging Products, Inc.
Attn: Dave Poltl
Rancho Circle
Lake Forest, CA 92630
Phone: 714-556-5600
Fax: 714-513-2376
Email: Dave.Poltl@matriximaginginc.com

COUNTY:

County of Orange
CEO/IT/Division of Finance & Contracts
1501 East St. Andrew Place, 2nd Floor
Santa Ana, CA 92705
Attn: Sapreena Leoso
Title: Deputy Purchasing Agent
Phone: (714) 567-7443
Fax: (714) 560-4565
Email: Sapreena.Leoso@ceoit.ocgov.com

SIGNATURE PAGE

**REGIONAL COOPERATIVE AGREEMENT # MA-017-12011896
FOR
SCANNING, INDEXING AND IMAGING SERVICES**

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

Matrix Imaging Products, Inc.*:

DATE: 5/3/2012 SIGNATURE: 
PRINT NAME: Jay Linhart
TITLE: President

Matrix Imaging Products, Inc.*:

DATE: 5/3/2012 SIGNATURE: 
PRINT NAME: Becky Horn
TITLE: Secretary

* If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph. The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

COUNTY OF ORANGE
A political subdivision of the State of California

DATE: 5/3/2012 SIGNATURE: 
PRINT NAME: SAPREENA LEOSO
TITLE: DEPUTY PURCHASING AGENT

ATTACHMENT A

SCOPE OF WORK

I. OVERVIEW

The County of Orange has established a Regional Cooperative Agreement (RCA) for Scanning, Indexing and Imaging Services, which will be available to all County Agencies/Departments. The County has selected multiple contractors having skill and experience and able to provide Scanning, Indexing and Imaging Services under a fixed price as further set forth in this Regional Cooperative Agreement (RCA).

The County “Master Contract” shall be referred to as “Regional Cooperative Agreement (RCA) #MA-017-12011896”.

II. DEFINITIONS – Technical Acronyms that are used in the this Regional Cooperative Agreement (RCA)

- **AIIM** Association for Information and Image Management
- **ANSI** American National Standards Institute
- **MASL** Minimum Acceptable Service Level
- **SQL** 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

III. SCOPE

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. This is a countywide, mandatory use contract unless an exception is approved by County Executive Office, Information Technology Purchasing Division.

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.

A. Procedure for Services:

- 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) Redaction services for previously scanned images
- 10) Release of metadata and images to legacy imaging and document management applications
- 11) OCR services
- 12) Electronic form design and implementation
- 13) Conversion of CD-ROM images and data for use in County document system
- 14) Compliance with Agency and/or Department-specific requirements for document handling and confidentiality
- 15) Delivery of document scan and index files in a format compatible with and usable by Agency/Department-specific document management applications

B. Contractor Responsibilities:

1. 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 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.

5. Transport all County documents in a secure, covered vehicle.
6. 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.
7. 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.
8. 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.
9. Provide controlled access to Contractor's building.
10. Perform all services, without exception, within the continental United States.
11. Prepare documents to include removal of staples, clips, and bindings, sticky notes, rubber bands, unrolling of maps, repair of torn documents, etc.

C. 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 will 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. Verify all scanned images to ensure complete 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
 - Grays scale 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.

D. County Agency and/or Department-Specific Service Provisions:

Contractor is expected to enter into agreements with individual Agencies/Departments under this Regional Cooperative Agreement (RCA) 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. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. Document Return

All documents must be returned to County unless specified differently.

7. 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.

8. 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

9. 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.

10. Redaction Services

Agencies/Departments may have redaction requirements. In such cases, Contractor must be able to:

- a) Provide a written plan for the redaction process and validation methodology.
- b) State how many Social Security numbers will be redacted per document and if there is an additional cost if this number is exceeded.
- c) Describe how the proposed redaction solution will detect the presence of Social Security numbers in any format (with or without dashes), including the ability to recognize handwritten, typed, and machine generated Social Security numbers throughout an entire single or multiple-page document.
- d) Provide statistical reports based on the status of the redaction progress and provide the ability to customize and/or run ad-hoc reports.
- e) Provide a tool that enables County to run reports to test the control and effectiveness of the redaction process.
- f) Provide an example of a report generated after redaction and information about what software was used to generate the report.
- g) Describe to Agency/Department staff a method for manually checking the accuracy and quality of the redacted images.
- h) Identify if additional costs will be charged if legislation is later enacted to include other types of information to be redacted.
- i) Identify how the redacted images will be returned and imported. (Please refer to Government Code Section 27301-27305).
- j) Describe any exceptions or special procedures required to handle back-file images that must be flagged or redacted on a batch basis (multiple images at once), an individual basis (single or one-by-one), or when accessed via a restricted (non-public) search after being noted as a redacted document during public searches. The latter will require integration with the records management non-public search system.

- k) Correct any errors County discovers in the redaction process at no additional cost to County.
- l) Redact information with a minimum accuracy rate of 99.0%.
- m) Support single or multi-page TIFF-IV format images.
- n) Describe whether the redacted information is reversible, whether the software generates metadata and whether the redaction will take place at Contractor location or whether it will be outsourced.
- o) Return redacted images via secure FTP, including a summary of the aggregate file size, record count, and a report detailing the instrument number, record type and date of recording of each redacted image by drive.

E. 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 will 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.

F. Security:

Contractor assumes responsibility for protecting County assets and maintaining their integrity, confidentiality, and availability. Contractor shall maintain physical and data protection and control of all County files 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.

1. Security Plan

- a) Contractor shall provide a written security plan a minimum of two (2) weeks prior to Contract start date. 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.
- b) Background checks will be provided at Contractor expense.

G. 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 97 % 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. Quality Assurance Plan must include:

- 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 (97%) accuracy of converted/scanned images.
- l) Method for providing searchable text from full page OCR that is 97% 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

H. Personnel:

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.

I. 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
2. Training in assigned tasks and in the safe handling of equipment 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.

J. 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.

K. 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.

ATTACHMENT B

COST/COMPENSATION

I. COMPENSATION

This is a fixed-fee Regional Cooperative Agreement (RCA) 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.

II. FIRM DISCOUNT AND PRICING STRUCTURE

Contractor guarantees that prices listed in this contract 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.

III. FEES AND CHARGES

Contractor must identify all charges/costs as set forth in the Scope of Work. 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 in the Services Price List below.

The prices stated in Services Price List shall include all costs, including document prep and post-scanning handling, associated with the Scanning, Indexing and Imaging Services. Pricing is to be in effect through the duration of the Contract.

IV. PRICE INCREASES/DECREASES:

No price increases will be permitted during the first 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.

V. 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.

VI. 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.

VII. PAYMENT TERMS:

Invoices are to be submitted in arrears, after goods have been received. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

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

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

VIII. PAYMENT/INVOICING INSTRUCTIONS

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.

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

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

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:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency or department
4. County Contract number
5. Contractor’s Federal I. D. number
6. Name and description of billed item(s)
7. Total invoice amount

Invoices and support documentation are to be forwarded to:

Requesting County Agency/Department

IX. SERVICES PRICE LIST

Contractor shall invoice County according to price table listed below.

| <u>Service</u> | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Price</u> | <u>Comments</u> |
|--|-------------------------------------|-------------------|-------------|--------------|-----------------|
| Scanning/Capture (offsite - Contractor facility) | Documents up to 8.5" x 14" | 1 - 1,000 | Page | \$0.055 | Per Page/Image |
| Scanning/Capture (offsite - Contractor facility) | Documents up to 8.5" x 14" | 1,001 - 10,000 | Page | \$0.055 | |
| Scanning/Capture (offsite - Contractor facility) | Documents up to 8.5" x 14" | 10,001 - 50,000 | Page | \$0.045 | |
| Scanning/Capture (offsite - Contractor facility) | Documents up to 8.5" x 14" | 50,001 - 100,000 | Page | \$0.045 | |
| Scanning/Capture (offsite - Contractor facility) | Documents up to 8.5" x 14" | 100,001 - 250,000 | Page | \$0.039 | |
| Scanning/Capture (offsite - Contractor facility) | Documents up to 8.5" x 14" | 250,000+ | Page | \$0.039 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 11" x 17" | 1 - 1,000 | Page | \$0.076 | Per Page/Image |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 11" x 17" | 1,001 - 10,000 | Page | \$0.076 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 11" x 17" | 10,001 - 50,000 | Page | \$0.076 | |

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|--|--|-------------------|------|---------|----------------|
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 11" x 17" | 50,001 - 100,000 | Page | \$0.076 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 11" x 17" | 100,001 - 250,000 | Page | \$0.076 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 11" x 17" | 250,000+ | Page | \$0.076 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 18" x 24" | 1 - 1,000 | Page | \$0.680 | Per Page/Image |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 18" x 24" | 1,001 - 10,000 | Page | \$0.680 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 18" x 24" | 10,001 - 50,000 | Page | \$0.680 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 18" x 24" | 50,001 - 100,000 | Page | \$0.680 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 18" x 24" | 100,001 - 250,000 | Page | \$0.680 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 18" x 24" | 250,000+ | Page | \$0.680 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 24" x 29" to 26" x 38" | 1 - 1,000 | Page | \$0.780 | Per Page/Image |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 24" x 29" to 26" x 38" | 1,001 - 10,000 | Page | \$0.780 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 24" x 29" to 26" x 38" | 10,001 - 50,000 | Page | \$0.780 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 24" x 29" to 26" x 38" | 50,001 - 100,000 | Page | \$0.780 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 24" x 29" to 26" x 38" | 100,001 - 250,000 | Page | \$0.780 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 24" x 29" to 26" x 38" | 250,000+ | Page | \$0.780 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 28" x 36" to 36" x 48" | 1 - 1,000 | Page | \$0.780 | Per Page/Image |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 28" x 36" to 36" x 48" | 1,001 - 10,000 | Page | \$0.780 | |

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|--|--|--------------------|-------|---------|--|
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 28" x 36" to 36" x 48" | 10,001 - 50,000 | Page | \$0.780 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 28" x 36" to 36" x 48" | 50,001 - 100,000 | Page | \$0.780 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 28" x 36" to 36" x 48" | 100,001 - 250,000 | Page | \$0.780 | |
| Scanning/Capture (offsite - Contractor facility) | Documents and plans up to 28" x 36" to 36" x 48" | 250,000+ | Page | \$0.780 | |
| Scanning/Capture (offsite - Contractor facility) | Microfiche (jacketed), standard sheets | 1 - 50,000 | Image | \$0.07 | |
| Scanning/Capture (offsite - Contractor facility) | Microfiche (jacketed), standard sheets | 50,001 - 1,000,000 | Image | \$0.035 | |
| Scanning/Capture (offsite - Contractor facility) | Microfiche (jacketed), standard sheets | 1000000 + | Image | \$0.035 | |
| Scanning/Capture (offsite - Contractor facility) | Microfiche (non-jacketed), standard sheets | 1 - 50,000 | Image | \$0.07 | |
| Scanning/Capture (offsite - Contractor facility) | Microfiche (non-jacketed), standard sheets | 50,001 - 1,000,000 | Image | \$0.035 | |
| Scanning/Capture (offsite - Contractor facility) | Microfiche (non-jacketed), standard sheets | 1000000 + | Image | \$0.035 | |
| Scanning/Capture (offsite - Contractor facility) | Microfiche - 35mm | 1 - 50,000 | Image | \$0.051 | |
| Scanning/Capture (offsite - Contractor facility) | Microfiche - 35mm | 50,000+ | Image | \$0.051 | |
| Scanning/Capture (offsite - Contractor facility) | Microfiche - COM | 1 - 50,000 | Image | \$0.029 | |
| Scanning/Capture (offsite - Contractor facility) | Microfiche - COM | 50,000+ | Image | \$0.029 | |
| Scanning/Capture (offsite - Contractor facility) | Microfilm reels 16 mm rolls | 1 - 10,000 | Image | \$0.025 | |
| Scanning/Capture (offsite - Contractor facility) | Microfilm reels 16 mm rolls | 10,001 - 1,000,000 | Image | \$0.012 | |
| Scanning/Capture (offsite - Contractor facility) | Microfilm reels 16 mm rolls | 1,000,001 + | Image | \$0.012 | |

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|--|---|------------|-----------|----------|--|
| Scanning/Capture (offsite - Contractor facility) | Microfilm reels 35mm | 1 - 50,000 | Image | \$0.045 | |
| Scanning/Capture (offsite - Contractor facility) | Microfilm reels 35mm | 50,000 + | Image | \$0.045 | |
| Indexing | Scanned or imported image | | Keystroke | \$0.005 | |
| Archiving of Documents | Data conversion to DVD or CD (master) | | Each | \$50.00 | |
| Archiving of Documents | DVD or CD (copy) | | Each | \$25.00 | |
| FTP Loading | Data upload service to FTP | | GB | \$10.00 | |
| Storage & Retrieval | Warehouse setup | | Fee | \$500.00 | \$500 |
| Storage & Retrieval | Warehouse-based storage and retrieval / month | | Box | \$0.300 | \$0.30 per month storage per standard record storage box. \$2.95 retrieve box \$2.95 retrieve file |
| Storage & Retrieval | Software setup | | Fee | \$500.00 | |
| Storage & Retrieval | Electronic storage and retrieval / month | 0 to 50 | GB | \$13.50 | |
| Storage & Retrieval | Electronic storage and retrieval / month | > 50 | GB | \$13.50 | |
| Storage & Retrieval | Electronic storage and retrieval / month | > 100 | GB | \$13.50 | |
| Storage & Retrieval | Electronic storage and retrieval / month | > 200 | GB | \$13.50 | |
| Storage & Retrieval | Electronic storage and retrieval / month | 1,000 | GB | \$13.50 | |
| Storage & Retrieval | Document management software subscription/licensing/month | 1 to 10 | User | \$125.00 | 125.00 Per concurrent user per month |
| Storage & Retrieval | Document management software subscription/licensing/month | 11 to 30 | User | \$125.00 | 125.00 Per concurrent user per month |
| Storage & Retrieval | Document management software subscription/licensing/month | 31 to 100 | User | \$125.00 | 125.00 Per concurrent user per month |
| Storage & Retrieval | Document management software subscription/licensing/month | 101 to 150 | User | \$125.00 | 125.00 Per concurrent user per month |
| Storage & Retrieval | Document management software | 151 to 250 | User | \$125.00 | 125.00 Per concurrent user |

| | | | | | |
|-----------------------|---|--------------|-------------|------------|--------------------------------------|
| | subscription/licensing/month | | | | per month |
| Storage & Retrieval | Document management software subscription/licensing/month | 251 to 500 | User | \$125.00 | 125.00 Per concurrent user per month |
| Storage & Retrieval | Document management software subscription/licensing/month | 501 to 1,000 | User | \$125.00 | 125.00 Per concurrent user per month |
| Storage & Retrieval | Document management software subscription/licensing/month | 1,001 + | User | \$125.00 | 125.00 Per concurrent user per month |
| Disposal | Document destruction - standard banker's box | | Box | \$2.00 | |
| Transportation | Pick-up and delivery during normal business hours | | Truck/ Trip | \$3.00/box | 10 box minimum |
| Transportation | Pick-up and delivery during non-standard business hours | | Truck/ Trip | \$4.00/box | 10 box minimum |
| Redaction Services | Backfile | 1 to 1MM | Image | \$0.030 | |
| Redaction Services | Backfile | 1MM to 5MM | Image | \$0.030 | |
| Redaction Services | Backfile | 5MM to 15MM | Image | \$0.030 | |
| Redaction Services | Backfile | 15MM to 30MM | Image | \$0.030 | |
| Redaction Services | Backfile | 30MM to 50MM | Image | \$0.030 | |
| Redaction Services | Backfile | 50MM + | Image | \$0.030 | |
| Redaction Services | Redaction Template / masque set-up | | Templa te | \$175/hr | |
| Bookmarking | Bookmark | | Each | \$175/hr | |
| OCR Documents | Full text file | | Page | \$0.005 | Per Page/Image |
| Document Handling | Preparation | | Hour | \$25.000 | |
| Document Handling | Special Handling | | Hour | \$25.000 | |
| Document Handling | Reassembly | | Hour | \$25.00 | |
| Professional Services | Implementation, training, support, import, project management | | Hour | \$175/hr | |

ATTACHMENT C

EQUIPMENT LIST

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

| TYPE OF EQUIPMENT/MATERIALS/TOOLS | PURPOSE |
|--|--|
| FUJITSU AND KODAK SCANNERS | STANDARD PAPER SCANNING |
| Wicks and Wilson RS Series | FILM/MICROFICHE SCANNING |
| Contex SD4430 Scanners | LARGE FORMAT SCANNING (DRAWINGS) |
| DIGITECH AND KOFAX CAPTURE SOFTWARE | CAPTURE SOFTWARE FOR SCANNING, INDEXING AND QUALITY CONTROL |

EXHIBIT I**County of Orange Child Support Enforcement
Certification Requirements**

In order to comply with child support enforcement requirements of the County of Orange, within 10 days of award of Contract, the successful Contractor must furnish to 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 10 percent or more in the contracting entity; A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- C. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and shall continue to so comply.

The certifications shall be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and shall continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

It is expressly understood that this data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and shall be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state 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 10 calendar days of notice from the County shall constitute grounds for termination of the Contract.

After notification of award, the successful Contractor may use the forms supplied herein, to furnish required information listed above.

