COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
12400 Imperial Highway – P.O. Box 1024, Norwalk, California 90651-1024 – www.lavote.net

DEAN C. LOGAN
Registrar-Recorder/County Clerk

August 31, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#16 AUGUST 31, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST TO APPROVE THE AGREEMENT WITH NEUBUS, INC.
FOR MICROFILM CONVERSION TO DIGITAL IMAGES SERVICES
(All Supervisorial Districts) (3 Votes Required)

CIO RECOMMENDATION: (X) APPROVE ( ) APPROVE WITH MODIFICATION
( ) DISAPPROVE

SUBJECT

Approve an Agreement with Neubus, Inc. to convert real property document images on microfilm to digital images to comply with State Assembly Bill 1168 mandate that requires the redacting of the first five digits of any Social Security Number appearing on real property documents recorded from 1980 to the present before issuing a copy to a requesting party.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Agreement ("Agreement") with Neubus, Inc. ("Neubus") (Attachment II) to provide the Department of Registrar-Recorder/County Clerk ("RR/CC") with services to convert real property microfilm images to digital images effective September 1, 2010 or upon Board approval, which ever is later, for three (3) years with two (2) one-year and six (6) one-month optional extensions. The contract sum for the term of the Agreement, including option periods, if exercised, is $746,700. Funding is provided under the RR/CC Social Security Number Truncation Program Fund (approved by your Board on March 25, 2008) and the Recorder Modernization Fund. There is no net County cost.

2. Delegate authority to the Registrar-Recorder/County Clerk or designee to prepare and execute amendments to extend the Agreement up to two (2) one-year and six (6) one-month options, provided County Counsel approval is obtained prior to executing such amendment.

3. Delegate authority to the Registrar-Recorder/County Clerk or designee to increase the contract sum up to 10% ($74,670) to cover service needs, if necessary, to ensure conversion of any required records, provided County Counsel approval is obtained prior to executing such amendment. If exercised, the maximum contract sum of the Agreement would not exceed $821,370 for the term of the Agreement, including the extension options, if exercised.

4. Delegate authority to the Registrar-Recorder/County Clerk or designee to prepare and execute amendments to the Agreement to change the scope of work, provided the change does not exceed the contract sum by 10% and County Counsel approval is obtained prior to executing such amendment.

5. Delegate authority to the Registrar-Recorder/County Clerk or designee to prepare and execute amendments to the Agreement to incorporate any new or revised contracting provisions required by the Board or Chief Executive Officer, provided County Counsel approval is obtained prior to executing such amendment.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The purpose of this recommendation is to ensure compliance with Assembly Bill (AB) 1168, codified in Government Code section 27300 et. seq., which mandates the redacting of the first five digits of any social security number appearing on any real property document recorded from 1980 to present. Under AB 1168, the RR/CC is required to create a "public record" version of each "official record" by redacting the first five digits of any social security number. Records maintained by the RR/CC from 1992 to the present are already in digital format. Records from 1980 through 1991 are in microfilm format which cannot be altered; therefore conversion from microfilm to an electronic digital format is necessary to enable the redaction of the social security number. Although not required by law or subject to the required redaction, recorded real property documents on microfilm from 1977 through 1979 will also be converted to digital images, for consistency, using Recorder Modernization Funds.

Implementation of Strategic Plan Goals

Goal 1: OPERATIONAL EFFECTIVENESS: Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

The services provided under the Agreement will allow RR/CC to fully comply with AB 1168 mandates. Records on microfilm cannot be altered, thus the image must be

converted to electronic digital format to redact the required portion of the social security number. The RR/CC will then be able to create a "public record" of an "official record" which helps guard the public against identity theft.

FISCAL IMPACT/FINANCING:

The Agreement contains a firm fixed unit price of $0.0114 per image for the term of the Agreement and the contract sum is $746,700. The Agreement also contains a provision to increase the contract sum up to 10%, if needed, for a maximum contract sum of $821,370 over the term of the Agreement, including option periods, if exercised.

The Department collects $1.00 on each recorded real property document which is held in trust by the RR/CC as the "Social Security Number Truncation Program Fund," per the provisions of AB 1168, which was approved by your Board on March 25, 2008. The Social Security Number Truncation Program Fund will be used for the conversion of real property records from 1980 through 1991. Funding for the first year of the Agreement is included in the Department's FY 2010-11 Budget. The Recorder Modernization Fund will be used for the conversion of real property records from 1977 through 1979. The Department will encumber the appropriate funds annually for these services, not to exceed $821,370 for the term of the Agreement and option periods, if exercised. There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

As the official custodian of records, the RR/CC is responsible for maintaining real property, birth, death, and marriage records. AB 1168, which was chaptered on October 13, 2007, and codified in Government Code section 27300 et. seq., applies to any document recorded since January 1, 1980. Effective January 1, 2008, unless otherwise required by state or federal law, no person, entity, or government agency shall present for recording or filing with a county recorder a document that is open to the public, if that document displays more than the last four digits of the social security number. The intent of the Legislature is to protect against identity theft by requiring redaction of social security numbers from records before disclosing them to the public.

Most official records maintained by the RR/CC fall under the California Public Records Act. These records are accessible to the public and are provided upon request to any interested parties. AB 1168 requires the creation of a "public record" version that is an exact copy of the "official record," except that, any social security number contained in the "official record," shall be truncated by redacting the first five digits.

The proposed Agreement will commence September 1, 2010, or upon Board approval, whichever is later, and run consecutively for three years, unless sooner terminated or extended in whole or in part, with two (2) one-year and six (6) one-month extension options, for an aggregate term of five years and six months.

Your Board is authorized to approve this Agreement pursuant to Governmental Code 31000. The Agreement contains Board required contract provisions including; consideration of qualified County employees targeted for layoff and qualified GAIN/GROW participants for employment openings; compliance with County's Jury Service Ordinance, Safely Surrender Baby Law and the Child Support Program; and the new Defaulted Property Tax Reduction Program. The Agreement contains a firm fixed price without any Cost of Living Adjustment (COLA) for the term of the Agreement.

The Chief Executive Office and Chief Information Office have reviewed and approved this Board Letter. County Counsel has reviewed this Board Letter and approved the attached Agreement as to form. The Chief Information Officer recommends approval of the Agreement (Analysis attached).

CONTRACTING PROCESS

On March 18, 2010, the RR/CC released a Request for Proposals ("RFP") for Microfilm Conversion to Digital Images Services. A notice was sent to approximately 172 service providers registered with the Internal Services Department as providing like services. Advertisements were published in two local newspapers on two separate dates and the solicitation information was also posted on the County's website as required by Board Order. Required solicitation documents are provided as Attachment I.

The RR/CC held a Mandatory Proposers' Conference on April 1, 2010, with twenty-two (22) prospective Proposers in attendance. RR/CC staff went over the RFP requirements, proposal evaluation and selection criteria, and reviewed the terms and conditions of the sample agreement. Fourteen (14) proposals were received by the proposal deadline of April 27, 2010. One of the proposals was determined non-responsive and disqualified from further evaluation. An evaluation committee, consisting of RR/CC Technical and Operations staff, evaluated each Proposer's background and experience, approach to providing the required services, and the Proposer's quality control plan. Using the County's Informed Averaging Proposal Evaluation process, Neubus' proposal received the highest overall score. The proposal demonstrated that Neubus possesses the experience and expertise needed to meet the contract requirements. Neubus also accepted all County contracting provisions without any changes. On final analysis and consideration, Neubus was selected without regard to race, creed or color.

The Department has satisfied all proposer requests for debriefing. Non-selected proposers were also informed of their option to request a Contractor Selection Review within a specified timeframe. No requests were received by the Department.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended Agreement is critical to County compliance with the legal mandates of AB 1168.

CONCLUSION

Upon approval of the recommended action, it is requested that the Executive Officer/Clerk of the Board return one adopted stamped copy of the approved Board letter and executed Agreement to:

County of Los Angeles Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650
Attention: Ngozi Ume, Manager
Finance & Management Division

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Reviewed by:

RICHARD SANCHEZ
Chief Information Officer

DCL:EB:RL:hwk

Attachments (2)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

CIO ANALYSIS

AGREEMENT WITH NEUBUS, INC. FOR MICROFILM CONVERSION TO DIGITAL IMAGES SERVICES

CIO RECOMMENDATION: ☒ **APPROVE** ☐ **APPROVE WITH MODIFICATION** ☐ **DISAPPROVE**

Contract Type:

☒ **New Contract** ☐ **Contract Amendment** ☐ **Contract Extension**
☐ **Sole Source Contract** ☐ **Hardware Acquisition** ☐ **Other**

New/Revised Contract Term: **Base Term:** 3 **Yrs** **# of Option Yrs** 2.5

Contract Components:

☐ **Software** ☐ **Hardware** ☐ **Telecommunications**
☒ **Professional Services**

Project Executive Sponsor: **Dean C. Logan, Registrar-Recorder/County Clerk**

Budget Information :

Y-T-D Contract Expenditures	$0
Requested Contract Amount	$821,370
Aggregate Contract Amount	$821,370

Project Background:

Yes	No	Question
☒	☐	Is this project legislatively mandated?
☐	☒	Is this project subvented? If yes, what percentage is offset?
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions document?
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT standards?
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Registrar-Recorder/County Clerk (RR/CC) is requesting Board approval of an Agreement with Neubus, Inc. to convert real property document images on microfilm to digital images to comply with State Assembly Bill (AB) 1168. The Agreement term is for three years with two one-year and six one-month extensions with a maximum contract sum of $821,370, if the optional periods and contingency is exercised.

Background:

The purpose of this recommendation is to ensure compliance with AB 1168 requirements, which mandates the redacting of the first five digits of any social security number appearing on any real property document recorded from 1980 to the present. Under AB 1168, the RR/CC is required to create a "public record" version of each "official record" by redacting the first five digits of any social security number. Records maintained by the RR/CC from 1992 to the present are already in digital format, and do not require reformatting. Records from 1980 through 1991 are in microfilm format which cannot be altered. Therefore, the conversion from microfilm to a digital format is necessary to allow the redaction of the social security numbers. Although not required by law or subject to the required redaction, recorded real property documents on microfilm from 1977 through 1979 will also be converted to digital images, for consistency.

Project Justification/Benefits:

The key project justification/benefit for the proposed Agreement is that it will allow the RR/CC to be in compliance with AB 1168 requirements.

Project Metrics:

Although the Department indicates that AB 1168 does not mandate when the social security redaction efforts must be completed, below are some of the key project metrics that the vendor must meet:

- Produce an electronic copy of each recorded real property document image at a resolution of 300 DPI;
- Upload to the County secure share site or produce on DVD the final product of converted images within five working days from the receipt of the microfilm;
- Provide an Audit Report cross referencing the RR/CC index file to TIFF index files, showing total images and any exceptions;
- Guarantee that all deliverable materials are free of anomalies and incompatibilities; and
- Meet image quality acceptance standards as specified in the Statement of Work. If all images do not meet these standards, the vendor must reprocess the images at their expense.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If this recommendation is not approved, the Department will not be able to ensure compliance with AB 1168.

Alternatives Considered:

As part of the competitive solicitation process, the Department considered 14 proposals. An evaluation committee consisting of RR/CC staff evaluated the proposals and determined that Neubus was the most capable vendor of meeting contract requirements.

Project Risks:

There are no project risks identified at this time. The Department has worked with the Contractor to put quality control measures in place.

Risk Mitigation Measures:

The County Information Security Officer (CISO) has reviewed the proposed Agreement and did not identify any risks or issues.

Financial Analysis:

The Agreement contains a firm fixed unit price of $0.0114 per image. The total amount of the Agreement, including option periods and contingency, if exercised is $821,370. The project will be funded by the Department's Social Security Number Truncation Program Fund and the Recorder Modernization Fund. There is no net County cost impact.

CIO Concerns:

None.

CIO Recommendations:

Based on our review of the Board Letter, Statement of Work, and discussions with the Department, this Office recommends approval by the Board.

CIO APPROVAL

Date Received: July 23, 2010

Prepared by: Henry Balta

Date: July 28, 2010

Approved: [signature]

Date: 8-16-10

ATTACHMENT I

REQUIRED FORMS - EXHIBIT 7

Use this form for County Solicitations which **are not** subject to the Federal Restriction

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: (Please note: this program is not applicable for Neubus)

FIRM NAME: Neubus Inc.

COUNTY VENDOR NUMBER: 14216001

- ❑ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ❑ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ☒ Corporation ❑ Non-Profit ❑ Franchise ❑ Other (Please Specify) _____

Total Number of Employees (including owners): 150

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	1	0				
Hispanic/Latino	0	0				
Asian or Pacific Islander	1	0				
American Indian	0	0				
Filipino	0	0				
White	0	0				

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	51 %	0 %	49 %	0 %	0 %	0 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
I-Hsing Tsao		CTO	4/23/2010

Award information has not been added at this time.

Bid Information

Bid Number : 10-001
Bid Title : Microfilm Conversion to Digital Images Services
Bid Type : Commodity / Service
Department : Registrar-Recorder
Commodity : DATA CONVERSION SERVICES
Open Date : 3/18/2010
Closing Date : 4/20/2010 2:00 PM
Notice of Intent to Award : View Detail
Bid Amount : N/A
Bid Download : Available
Bid Description : The County of Los Angeles Department of the Registrar-Recorder/County Clerk (RR/CC) is issuing this Request for Proposals (RFP), Project Number 10-001, to solicit proposals from qualified contractors to provide microfilm conversion to digital images services.

Please note that interested Proposers must meet certain mandatory minimum requirements. Failure to meet these minimum requirements will disqualify the proposal from further consideration. If you need additional information please contact Henrietta Willis-Kendall, Contract Analyst, at (562) 462-2906, fax (562) 863-8407, or email hkendall@rrcc.lacounty.gov.

Proposers' questions regarding this solicitation are due by fax or email no later than March 26, 2010. No questions will be accepted by telephone. A Mandatory Proposer's Conference is scheduled for 1:30 p.m. on April 1, 2010 at RR/CC Headquarters, 12400 Imperial Hwy., Norwalk, CA 90650, in the Executive Conference Room on the 7th Floor. Interested Proposers must confirm attendance to Ms. Willis-Kendall at the contact information above.

Proposals must be received by 2:00 p.m. on April 27, 2010 at RR/CC Headquarters, 12400 Imperial Highway, Room 5203, Norwalk, CA 90650.

Amendment Date : 3/19/2010 Addendum Number One - Mandatory Proposers Conference

Amendment Date : 4/16/2010 ADDENDUM NUMBER 2 - Q&A, REVISIONS, SUBMISSION DEADLINE EXTENSION

Downoad Available Addendum Number 2 - Q&A, revisions, submission deadline extension — PDF 310.82 K RFP10001Addendum2.pdf

Amendment Date : 4/16/2010 Addendum Number 3

Downoad Available Revision - Financial Capability — PDF 97.86 K Addendum3RFP10001.pdf

Amendment Date : 4/16/2010 Addendum No. 4

Downoad Available Addendum No. 4 - Clarify completed microfilm turnaround time and share site information. — PDF 91.56 K Addendum4RFP10-001.pdf

Contact Name : Henrietta Willis-Kendall
Contact Phone# : (562) 462-2906
Contact Email : hkendall@rrcc.lacounty.gov
Last Changed On : 4/22/2010 5:08:34 PM

BIDDERS LIST – RFP 10-001 (Released 03/18/2010)

ACCESS MULTIMEDIA TECHNOLOGY
2 PEPPERTREE DR
RANCHO PALOS VERDES CA 90275-5930

ACS CONSULTANT COMPANY INC
5225 AUTO CLUB DR
DEARBORN MI 48126-2620

ADVANCED TECHNOLOGY SYSTEMS
7915 JONES BRANCH DR
MCLEAN VA 22102-3343

AFRA CONSULTING & SERVICES INC
4551 GLENCOE AVE STE 245
MARINA DEL REY CA 90292-7925

AGREEYA SOLUTIONS
110 WOODMERE RD STE 100
FOLSOM CA 95630-4775

ALLING IMAGING LLC
2519 FAIRWAY PARK DR STE 310
HOUSTON TX 77092-7600

CHOICE TECHNOLOGY INC
314 SPLITROCK BLVD STE 5
BRANDON SD 57005-1679

AMERICAN EPAY INC.
8420 W BRYN MAWR AVE STE 510 CHICAGO IL 60631-3432

APEX DATA SERVICES
198 VAN BUREN ST STE 200
HERNDON, VA 20170-5347-5338

A&L IMAGING
3963 VIRGINIA AVE
CINCINNATI OH 45227-3411

AI NETWORKS
12 MAUCHLY BLDG C
IRVINE, CA 92618-2396

AURIGA CORPORATION
890 HILLVIEW CT STE 130
MILPITAS, CA 95035-4573

COMPUTER SCIENCES CORP
2100 E GRAND AVE.
EL SEGUNDO CA 90245-5024

BOTTOM LINE CONSULTING INC
10940 WILSHIRE BLVD STE 1600
LOS ANGELES CA 90024-3910

BUSINESS KEYPUNCH OF VIRGINIA
6914 STAPLES MILL RD.
RICHMOND VA 23228-4932

BYTEMANAGERS INC
27024 MIDLAND RD
BAY VILLAGE OH 44140-2312

CAL COAST DATA ENRTY
11090 ARTESIA BLVD STE D
ARTESIA CA 90703-2545

CANON BUSINESS SOLUTIONSWEST INC
110 W WALNUT ST
GARDENA CA 90248-3100

CD-COM SYSTEMS INC
5432 BOLSA AVE STE A
HUNTINGTON BEACH CA 92649-1003

CHOICE TECHNICAL SERVICES
17517 FABRICA WAY STE K
CERRITOS CA 90703-7020

CLERICORP
6829 LANKERSHIM BLVD
NORTH HOLLYWOOD CA 91605-6109

COMCO INC
PO BOX 349
2211 GRANT ST
BETTERNDORF IA 52722-0006

COMMUNITY CLINICS HEALTH NETWORK
PO BOX 880969
SAN DIEGO CA 92168-0969

COMPULINK MANAGEMENT
3545 LONG BEACH BLVD
LONG BEACH CA 90807-3941

COMPUTER DEDUCTIONS INC
1348 E WILSHIRE AVE
SANTA ANA CA 92705-4421

COMPUTER HORIZONS CORPORATION
2222 MICHELSON DR # 273
IRVINE CA 92612-1332

COMPUTER IMAGE SYSTEMS INC
675 WEST MAPLE AVE
PO BOX 1246
MERCHANTVILLE, NJ 08109-0246

DIGITAL MAPPING INC
21062 BROOKHURST ST STE 101
HUNTINGTON BEACH CA 92646-7404

CONSOLIDATED REPROGRAPHICS
560 W 1ST ST
TUSTIN CA 92780-3053

COVESTIC INC
5555 LAKEVIEW DR STE 100
KIRKLAND WA 98033-7444

CREATIVE BUSINESS CONCEPTS INC
130 VANTIS STE 160
ALISA VIEJO CA 92656-2703

CROWLEY MICROGRAPHICS INC
5115 PEGASUS CT STE E
FREDERICK MD 21704-8320

CYBERNETICS
111 CYBERNETICS WAY
YORKTOWN VA 23693-5642

CYNREDE INC
23152 VERDUGO DR STE 108
LAGUNA HILLS CA 92653-1373

D-M INFORMATION SYSTEMS INC
2744 DEL RIO PL
DAVIS CA 95616-6569

DANCING TURBAN PRODUCTIONS
1385 TROPICAL AVE
PASADENA CA 91107-1622

EDS CORPORATION
PO BOX 60000 FILE 91180
SAN FRANCISO CA 94160-1180

DATA IMPACT
5432 BOLSA AVE STE A
HUNTINGTON BEACH CA 92649-1003

DATA MANAGEMENT INTERNATIONALE
55 LUKENS DR
NEW CASTLE DE 19720-2718

DATA SCRIBE
PO BOX 15361
RIO RANCHO NM 87174-0361

DATA STRATEGIES INTERNATIONALINC.
8562 KATY FWY STE 154
HOUSTON TX 77024-1868

DATAGRAPHIC COMPUTER SVC
6829 LANKERSHIM BLVD
NORTH HOLLYWOOD CA 91605-6109

DELOITTE CONSULTING LLP
2868 PROSPECT PARK DR STE 400
RANCHO CORDOVA, CA 95670-6065

DIGITAL ARCHIVE TECHNOLOGY LLC
3812 SEPULVEDA BLVD STE 250
TORRANCE CA 90505-2459

FIRST DATA GOVERNMENT SOLUTIONS
1380 LEAD HILL BLVD STE 160
ROSEVILLE CA 95661-2998

DIGITAL MOUNTAIN
553 PILGRIM DR STE C
FOSTER CITY CA 94404-1248

DIVERSIFIED INFORMATION TECHNO
123 WYOMING AVE
SCRANTON PA 18503-2026

DOCUMENT IMAGING TECHNOLOGIES
1327 RED BLUFF LN
WALNUT CA 91789-3841

DOCUSURE
7580 METROPOLITAN DR STE 212
SAN DIEGO CA 92108-4418

EDO-TSO
254 E AVENUE K4
LANCASTER CA 93535-4500

GEOMATRIX CONSULTANTS INC
510 SUPERIOR AVE STE 200
NEWPORT BEACH CA 92661-3627

EKLYPSE II LLC
1745 SHEA CENTER DR STE 400
HIGHLANDS RANCH CO 80129-1540

ELECTRONIC DATA SYSTEMS
3706 LIME AVE
LONG BEACH CA 90807-4138

ENGINEERING SYSTEMS SOLUTIONS INC
5726 INDUSTRY LN
FREDERICK MD 21704-5190

ENVIRONMENTAL ENGINEERING
715 N CENTRAL AVE STE 212
GLENDALE CA 91203-4256

EPI CONSULTING INC
322 CULVER BLVD STE 332
PLAYA DEL REY CA 90293-7784

EXPANETS OF ARIZONA
15941 N 77TH ST
SCOTTSDALE AZ 85260-1217

INFORMATION BUILDERS INC
2 PENN PL
NEW YORK NY 10121-0101

FISHNET SECURITY
1710 WALNUT ST
KANSAS CITY MO 64108-1316

FLYINGBULL SOFTWARE
624 W LEMON AVE
MONROVIA CA 91016-5624

FULCRUM FINANCIAL INQUIRY
1000 WILSHIRE BLVD STE 1650
LOS ANGELES CA 90017-2436

GATEWAY SOLUTIONS INC
44295 PAWNEE TER
ASHBURN VA 20147-5039

GENERAL BLUE CORP
PO BOX 6733
CHICO CA 95927-6733

GENESIS SOFTWARE LLC
8033 SUNSET BLVD #432
LOS ANGELES CA 90046-2401

GEOGRAPHIC RESOURCE SOLUTIONS
1125 16TH ST STE 213
ARCATA CA 95521-5585

J. GELLER & ASSOCIATES INC
13636 VENTURA BLVD # 160
SHERMAN OAKS CA 91423-3700

HERSHEY TECHNOLOGIES
4225 EXECUTIVE SQ STE 100
LA JOLLA CA 92037-1483

HUTTER LLC
150 S ARTHUR AVE STE 302
POCATELLO ID 83204-3249

IMAGE QUEST PLUS LLC
275 S LAKE AVE
PASADENA CA 91101-3001

IMAGE-X ENTERPRISES
30 S LA PATERA LN STE 8
GOLETA CA 93117-3253

IMAGENET LLC
6411 S 216TH ST
KENT WA 98032-1392

IMAGESOURCE INC
612 5TH AVE SW
OLYMPIA WA 98501-8200

IMPRESSION TECHNOLOGY
1655 N MAIN ST STE 370
WALNUT CREEK CA 94596-4684

INFORMATION DESIGN CONSULTANTS
309 E HILLCREST BLVD #129
INGLEWOOD CA 90301-2405

INFORMATION DESIGN CONSULTANTS
9021 S 3RD AVE
INGLEWOOD CA 90305-2805

INFORMATION INTEGRATORS INC
14515 VALLEY VIEW AVE STE A
SANTA FE SPRINGS CA 90670-5236

INFORMATION MANAGEMENT RESOURCES
940 S COAST DR STE 260
COSTA MESA CA 92626-7719

INTECH SOFTWARE SOLUTIONS INC
5655 PEACHTREE PKWY STE 200
NORCORSS GA 30092-2828

INTEGRATED WAREHOUSING SOLUTIONS LLC
3075 HIGHLAND PKWY
DOWERS GROVE IL 60515-1288

JAN J ARNOLDUS
2209 ALEXDALE LANE
ROWLAND HEIGHTS CA 91748-3912

KNOWLEDGELAKE INC
3 CITY PLACE DR STE 700
SAINT LOUIS MO 63141-7090

XIOTECH CORPORATION
7315 ARIEL AVE
RESEDA CA 91335-2640

KPMG CONSULTING INC
355 S GRAND AVE STE 2000
LOS ANGELES CA 90071-1568

KSB CONSULTING INC
10505 VALLEY BLVD STE 615
EL MONTE CA 91731-2431

NETRESULT LLC
10051 TRASK AVE
GARDEN GROVE CA 92843-3129

LAYTON GRAPHICS INC
155 WOOLCO DR
MARIETTA GA 30062-4062

LEADING EDGE SOLUTIONS LLC
2981 SAINT GREGORY RD
GLENDALE CA 91206-1917

LEXISNEXIS RISK & INFORMATION ANALYTICS GRP
6601 PARK OF COMMERCE BLVD
BOCA RATON FL 33487-8247

MABOAT SYSTEMS LLC
17035 YUKON AVE APT 203
TORRANCE CA 90504-2302

MACRONET SERVICES
11563 PARAMOUNT BLVD
DOWNEY CA 90241-4529

PFA INC
9980 GLENOAKS BLVD STE F
SUN VALLEY CA 91352-1077

MCKESSON INFORMATION SOLUTIONS
5995 WINDWARD PKWY
ALPHARETTA GA 30005-4184

MEDICAL INFORMATION TECHNOLOGY SERVICES
560 BIBLER CT
CHULA VISTA CA 91911-6703

MICROADVANTAGE INC
16692 HALE AVE STE B
IRVINE CA 92606-5031

MICROWARE INC
101 E 9TH AVE STE 9B
ANCHORAGE AK 99501-3651

MIT SYSTEMS INC
624 DOROTHY LN
FULLERTON, CA 92831-2704

MOBILE OFFICE ASSISTANTS
920 W 17TH ST STE A
SANTA ANA CA 92706-3576

MORAN & ASSOCIATES COMPUTERS
PO BOX 13271
TORRANCE CA 90503-0271

NETRESELL INCORPORATED
3875 WILSHIRE BLVD STE 709
LOS ANGELES CA 90010-3213

QUALIS HEALTH
10700 MERIDIAN AVE STE 100
SEATTLE WA 98133-0400

NETWORK INNOVATION ASSOCIATES
4720 W JENNIFER AVE STE 101
FRESNO CA 93722-6420

NORTHROP GRUMMAN SPACE TECH
12011 SUNSET HILLS RD
VAR1/8D36
RESTON VA 20190-3262

NORTHWEST PACIFIC CORP
1511 E 5TE ST
LONG BEACH CA 90802-1811

OBJECTSOFT GROUP INC
646 MAIN ST STE 5
PORT JEFFERSON NY 11777-2230

ONUMA INC
77 N MENTOR AVE STE 201
PASADENA CA 91106-1740

RIGHTSOURCE PARTNERS INC
730 S TERRI ANN DR
WEST COVINA CA 91791-2765

PHOENIX SOFTWARE INTERNATIONAL
5200 W CENTURY BLVD STE 800
LOS ANGELES CA 90045-5927

PRACTICAL DATA PROCESSING INC
11515 ARTESIA BLVD
ARTESIA CA 90701-3852

PREMIER STAFFING SOURCE INC
4640 FORBES BLVD STE 200A
LANHAM MD 20706-4885

PRINTING BY BELL
7630 ALABAMA AVE STE. 4
CANOGA PARK, CA 91304-6690

PRODUCT ID CONSULTING INC
727 ASHLAND AVE #12
SANTA MONICA CA 90405-4533

SPHERION TECHNOLOGY
10 UNIVERSAL HOLLYWOOD DR STE 1740
UNIVERSAL CITY CA 91608-1157

QWEST COMMUNICATIONS
19000 MACARTHUR BLVD STE 300
IRVINE CA 92612-1459

RL KLEIN & ASSOCIATES
3939 ATLANTIC AVE STE 100
LONG BEACH CA 90807-3529

RANDOM TECH CORP
9005 EXPOSITION BLVD
LOS ANGELES CA 90034-3305

RAY MORGAN COMPANY
3131 ESPLANADE
CHICO CA 95973-0202

RAYCOM DATA TECHNOLOGIES INC
1320 E IMPERIAL AVE
EL SEGUNDO CA 90245-2622

RECALL SECURE DESTRUCTION SERVICES INC
2675 POMONA BLVD
POMONA CA 91768-3221

S R SAUNDERS CONSULTING
19850 E ARROW HWY TRLR F7
COVINA CA 91724-4019

SEEBEYOND
1047 TURNSTONE RD
CARLSBAD CA 92009-1219

SOFTFILE
1600 TRIBUTE RD
SACRAMENTO CA 95815-4400

SOLUTIONS LEVERAGING INC
319 SHEFIELD PL STE A
FRANKLIN TN 37067-4432

SOURCECORP BPS INC
20500 BELSHAW AVE
CARSON CA 90746-3506

SPACEAGE INFOTECH INC
8902 REGAL AVE
ANAHEIM CA 92804-6227

TECHWORLD SERVICES
23211 HAWTHORNE BLVD STE 300
TORRANCE CA 90505-3769

TAB SERVICE COMPANY
310 S RACINE AVE
CHICAGO IL 60607-2841

STI KNOWLEDGE INC
400 PERIMETER CENTER TER NE STE 249
ATLANTA GA 30346-1233

SWMG PRODUCTION INC
NFOCUS SOFTWARE
6245 24TH N PKWY STE 100
PHOENIX AZ 85016-2029

SYMCON INC
FISHER BUILDING STE 1516
DETROIT MI 48202-3053

SYNERGY SOLUTIONS
REPORTING HOUSE
6104 FAYETTEVILLE RD STE 101
DURHAM NC 27713-6283

SYSZEN TECHNOLOGIES INC
646 HIGHWAY 18 STE 218
EAST BRUNSWICK NJ 08816-3722

TAB PRODUCTS COMPANY
2125 E KATELLA AVE STE 225
ANAHEIM CA 92806-6073

UNIFIED TECHNICAL INC
23172 PLAZA POINTE DR STE 240
LAGUNA HILLS CA 92653-1477

TECH EDU CONSULTING & RESEARCH
P.O.BOX 15264
IRVINE CA 92623-5264

TECHFLOW
12220 EL CAMINO REAL STE 300
SAN DIEGO CA 92130-2091

TECHLINK SYSTEMS INC
8383 WILSHIRE BLVD STE 745
BEVERLY HILLS CA 90211-2442

TECHNA INTERNATIONAL CORP
9347 RIVER OAKS LN
ORANGEVALE CA 95662-4952

TECHNOLOGISTICS CORPORATION
638 N JAMES PLACE
ANAHEIM CA 92801-4710

TECHNOLOGY MARKETING CORPORATION
38281 SCHOOLCRAFT RD STE H
LIVONIA MI 48150-5000

TECHNOLOGY RESOURCE SERVICES
103-11 97TH ST 2ND FL
OZONE PARK NY 11417-1642

TECHRP
750 OLD HICKORY BLVD STE 110
BRENTWOOD TN 37027-4509

VIVA USA INC.
3601 ALGONQUIN RD STE 425
ROLLING MEADOWS IL 60008-3182

THE CALIFORNIA DOCUMENT COMPANY
DBA CALDOCS
17922 SKY PARK CIR STE JK
IRVINE CA 92614-6414

THE COMPUTER FACTORY
6038 SAN FERNANDO RD
GLENDALE CA 91202-2721

THE VELARIUM GROUP
155 W WASHINGTON BLVD STE 825
LOS ANGELES CA 90015-3581

THIRD MILLENNIUM BUSINESS SYSTEM
10940 WILSHIRE BLVD STE 600
LOS ANGELES CA 90024-3940

TIER TECHNOLOGIES
2001 N MAIN ST
WALNUT CREEK CA 94596-3732

TRINUS CORPORATION
330 N BRAND BLVD STE 810
GLENDALE CA 91203-2333

TURNER CONSULTING INC.
8370 W CHEYENNE AVE #109-169
LAS VEGAS NV 89129-8404

U.S. DATA SOURCE
7339 GOLDBORO LANE
RIVERSIDE CA 92506-6168

WUNDERLICH-MALEC TECHNOLOGIES
1525 N HAYDEN RD STE F1
SCOTTSDALE AZ 85257-3771

VARGIS LLC
19124 W 60TH LN
GOLDEN CO 80403-2604

CG GROUP
25A CRESCENT DR STE 249
PLEASANT HILL CA 94523-5501

VENDOR DIRECT SOLUTIONS
515 S FIGUEROA ST STE 1040
LOS ANGELES CA 90071-3327

VENTECH SOLUTIONS, INC
569 FISHER CIR
FOLSOM CA 95630-9540

VENTURI TECHNOLOGY PARTNERSBEST CONSULTING
6655 W SAHARA AVE STE A206
LAS VEGAS NV 89146-2812

VERIO
707 WILSHIRE BLVD STE 4810
LOS ANGELES, CA 90017-3610

VIATRON SYSTEMS INC.
18233 HOOVER ST
GARDENA, CA 90248-4218

VIRTUAL IMAGE TECHNOLOGY INC
PO BOX 2200
CHARLOTTE NC 28241-2200

WAVE IMAGING CORPORATION
8805 RESEARCH DRIVE, STE. 100
IRVINE CA 92618-4253

WEST ADVANCED TECHNOLOGIES INC
6520 E ROSEBAY ST
LONG BEACH CA 90808-4057

WESTERN DATA ENTERPRISES
6711 STUDIO PL
RIVERSIDE CA 92509-5900

WESTON SOLUTIONS INC
14724 VENTURA BLVD STE 1000
SHERMAN OAKS CA 91403-3510

LEXISNEXIS
9443 SPRINGBORO PIKE
MIAMISBURG OHIO 45342-4425

AMCAD
1710 WHITEMORE ST
ROCK ISLAND IL 61201-2006

WRIGHT LINE LLC
160 GOLD STAR BLVD
WORCESTER MA 01606

ANACOMP INC
15378 AVENUE OF SCIENCE
SAN DIEGO, CA 92128-3407

MCO DOCUMENT IMAGING SOLUTIONS
529 WEST RINCON STREET
CORONA, CA 92880-2000

WRQ REFLECTIONS
20398 VIA TRINIDAD
YORBA LINDA CA 92886-3041

YGB CONSULTING LLC
PO BOX 817
KAILUA KONA HI 96745-0817

ZTA & ASSOCIATES INC
2036 CULLIVAN ST
LOS ANGELES CA 90047-4635

HOV SERVICES
13850 CERRITOS CORP DR STE A
CERRITOS CA 90703-2467

ATTACHMENT II

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NEUBUS, INCORPORATED

FOR

MICROFILM CONVERSION TO DIGITAL IMAGES SERVICES

77402

MICROFILM CONVERSION TO DIGITAL IMAGES SERVICES PROVISIONS
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AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
NEUBUS, INCORPORATED
FOR
MICROFILM CONVERSION TO DIGITAL IMAGES SERVICES

This Agreement ("Agreement") and Exhibits made and entered into this 31 day of August, 2010 by and between the County of Los Angeles ("County") a political subdivision of the State of California and Neubus, Incorporated ("Contractor"), a State of Delaware corporation located at 11700 Stonehollow Drive, Suite 100, Austin, Texas 78758. County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the County through its Department of the Registrar-Recorder/County Clerk ("RR/CC") requires services to convert Real Property document images currently on microfilm to digital images (the "Services");

WHEREAS, the RR/CC has the responsibility to maintain and preserve official records;

WHEREAS, Assembly Bill ("AB") 1168 the Social Security Number Truncation Program enacted in 2007 and set forth in Government Code 27300 et seq., requires the redacting of the first five (5) numbers of any Social Security Number ("SSN") contained in a recorded Real Property document;

WHEREAS, in order to comply with AB 1168 the RR/CC must convert existing Real Property documents on microfilm to digital images to enable the truncation of the SSNs;

WHEREAS, Contractor possesses the necessary skills, knowledge, technical competence and staffing to provide the Services;

WHEREAS, the Contractor is a private firm specializing in providing Microfilm Conversion Services;

WHEREAS, this Agreement is authorized pursuant to California Government Code Section 31000; and

77402

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

1.0 AGREEMENT AND INTERPRETATION

This base document, together with Exhibits A through O and appendices attached and/or thereto, and all Amendments collectively constitute and are collectively referred to herein as the "Agreement". This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule

1.3 EXHIBIT C - Request for Proposal (by reference)

1.4 EXHIBIT D - Contractor's Equal Employment Opportunity (EEO) Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G1- Contractor Acknowledgement and Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

1.10 EXHIBIT J - Notice to Employees Regarding the Federal Earned Income Credit (IRS Notice 1015)

1.11 EXHIBIT K - Performance Requirement Summary

1.12 EXHIBIT L - Invoice Discrepancy Report

1.13 EXHIBIT M - Non-Employee Injury Report

1.14 EXHIBIT N - Contractor's Proposal (by reference)

1.15 EXHIBIT O - Contract Discrepancy Report

The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all Exhibits, packages, appendices, attachments, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. No change to this Agreement shall be valid unless entered into in accordance with Paragraph 8.1 (Amendments).

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 “Acceptable Quality Level (AQL)” as used herein shall mean a measure to express the maximum deviation allowed from the Agreement standard which, if exceeded shall be considered unacceptable performance. An AQL does not imply that the Contractor may knowingly perform in a defective way, but implies that the County recognizes the fact of unintentional human error. If defective performance exceeds the standard as stated in the Exhibit A (Statement of Work) - Attachment 1 (Performance Requirements Summary).

2.2 “Agreement” and “Contract” as used interchangeably herein shall have the same meaning as set forth in Paragraph 1.0 (Agreement and Interpretation).

2.3 “Audit Report” as used herein shall mean a report cross referencing an index file to respective Tagged Image File Format (TIFF) index files. The report content and layout is to be approved by the County Project Manager.

2.4 “Board” as used herein shall mean the Board of Supervisors of the County of Los Angeles.

2.5 “Budget” as used herein shall mean County’s fiscal year spending authority as approved by the Board of Supervisors.

2.6 “Contract Discrepancy Report" or "CDR” as used herein shall have the same meaning as set forth in Exhibit A (Statement of Work).

2.7 “Contract Sum” as used herein shall have the same meaning as set forth in Paragraph 5 (Contract Sum).

2.8 “Contractor Project Director” as used herein shall have the same meaning as set forth in Paragraph 7.1 (Contractor’s Project Director).

2.9 “Contractor Project Manager” as used herein shall have the same meaning as set forth in Paragraph 7.2 (Contractor’s Project Manager).

2.10 “County” as used herein shall have the same meaning as set forth in the Recitals.

2.11 “County Budget” as used herein shall mean Fiscal Year spending authority as approved by the Board.

2.12 “County Contract Project Monitor” as used herein shall have the same meaning as set forth in Paragraph 6.3 (County Contract Project Monitor).

2.13 “County Project Director” as used herein shall have the same meaning as set forth in Paragraph 6.1 (County’s Project Director).

2.14 “County Project Manager” as used herein shall have the same meaning as set forth in Paragraph 6.2 (County’s Project Manager).

2.15 “Day or Days” whether capitalized or not, shall mean calendar day(s), not business or working days, unless otherwise specified.

2.16 “Department" or "RR/CC” as used herein shall have the same meaning as set forth in the Recitals.

2.17 “Effective Date” as used herein shall mean the date of approval of this Agreement by the Board.

2.18 “Extension Year” as used herein shall have the meaning as set forth in Paragraph 4.2.

2.19 “Federal” as used herein shall mean the United States Federal government.

2.20 “Header Record” as used herein shall mean the first record in the index file which identifies the file’s contents used in processing the records contained in it.

2.21 “Initial Term” as used herein shall have the same meaning as set forth in Paragraph 4.1 of the Agreement.

2.22 “Invoice Discrepancy Report" or "IDR” as used herein shall have the same meaning as set forth in Paragraph 5.6.8 (Invoice Discrepancy Report).

2.23 “Key Personnel” as used herein shall have the same meaning as set forth in Paragraph 7.3.2.

2.24 “Option Term” as used herein shall have the same meaning as set forth in Paragraph 4.3.

2.25 “Party" or "Parties” as used herein shall have the same meaning as set forth in the Recitals.

2.26 “Performance Indicators” as used herein shall mean the characteristics which can be identified objectively to establish the performance of activities and services to the required standards.

2.27 “Performance Requirement Summary” or “PRS” as used herein shall mean the document furnished by County which identifies key performance indicators of the Agreement that will be evaluated by County to ensure that the Contractor meets Agreement performance standards as stated in the Exhibit K (Performance Requirement Summary).

2.28 “Real Property” as used herein shall mean relating to land or improvements such as houses and buildings on the land.

2.29 “Registrar-Recorder/County Clerk” as used herein shall mean the Director of the Department of the Registrar-Recorder/County Clerk.

2.30 “Secure File Transfer Protocol” or “SFTP” as used herein shall mean a transfer protocol which provides a secure encrypted file transfer of data over any reliable and secure network.

2.31 “Services” as used herein shall have the same meaning as set forth in the Recitals.

2.32 “State” as used herein shall mean the State of California.

2.33 “Statement of Work" or "SOW”, which includes Tasks, Subtasks, and Deliverables required under this Agreement, as used herein shall mean Exhibit A attached to this Agreement, together with all

appendices, attachments and schedules thereto, as amended from time to time by any Amendment.

2.34 "Subcontractor(s)" as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Paragraph 8.40 (Subcontracting).

2.35 "Subtask" as used herein shall mean one or more sub-areas of work to be performed under this Agreement and identified as a numbered Subtask in the SOW or any approved amendment.

2.36 "Task" as used herein shall mean one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the SOW.

2.37 "Term" as used herein shall have the same meaning as set forth in Paragraph 4.1.

2.38 "TIFF" as used herein shall mean the tagged image file format of a digital image.

2.39 "Work" as used herein shall mean any and all Tasks, Subtasks, Deliverables, Customizations, goods, and other Services performed by or on behalf of contractor (including by subcontractors, if any) pursuant to this Agreement, the SOW and all Exhibits, change orders, and amendments hereto

3.0 WORK

3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein. Contractor acknowledges that it must complete all work required under this Agreement in a timely manner and in accordance with the requirements and specifications set forth in Exhibit A (Statement of Work).

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM

4.1 The "Initial Term" of this Agreement shall be effective upon approval by County's Board of Supervisors, and will run for three (3) consecutive years, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 County authorizes the Registrar-Recorder/County Clerk, or his/her designee, to exercise at his/her sole discretion, upon notice to Contractor, the option to extend this Agreement up to two (2) additional one-year periods ("Extension Year").

4.3 As used herein and except where expressly stated to the contrary, the "Term" shall mean the Initial Term, and if extended each Extension Year ("Option Term"), as the case may be.

4.4 County further authorizes the Registrar-Recorder/County Clerk, or his/her designee, at his/her discretion, to authorize month-to-month extensions for a period not to exceed six (6) months, at the end of the Initial Term or an Extension Year. If exercised, the Term of the Agreement will not exceed five (5) years and six (6) months. Contractor agrees that such extension(s) shall be at the same rate(s), terms and conditions.

4.5 The Contractor shall notify RR/CC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 The Contractor's rates shall remain firm and fixed for the Initial Term of the Agreement and first option year, if exercised, in accordance with Exhibit B (Pricing Schedule) of the Agreement. The Contract Sum is Seven Hundred, Forty-Six Thousand, Seven Hundred dollars ($746,700).

5.2 The Registrar-Recorder/County Clerk, or his/her designee, may increase the Contract Sum up to a maximum of 10 percent (10%) of the total Contract Sum over the Term of the Agreement, including any extensions thereof, pursuant to Paragraph 8.1.1 of this Agreement. The total maximum Contract Sum shall not exceed Eight Hundred, Twenty-one Thousand, Three Hundred, Seventy ($821,370).

5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provided in Exhibit E (County's Administration).

5.5 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.6.3 The Contractor's invoices shall contain at a minimum, the Contractor's name, address, payment remittance address, invoice date, invoice number, billable month, the County Agreement number, the number of digital images per download and date microfilm was converted, microfilm year(s), unit price and any other description which would assist in identifying the work for which payment is claimed.

5.6.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.6.5 All invoices under this Agreement shall be submitted in duplicate to the following address:

Financial Services Section
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7211
Norwalk, CA 90650
Attn: Fiscal Officer
(562) 462-2680

5.6.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6.8 **Invoice Discrepancy Report**

County's Project Director or designee shall review all invoices for any discrepancies and issue an "Invoice

Discrepancy Report" ("IDR"), a sample of which is attached hereto as Exhibit L and incorporated herein by this reference, to the Contractor within fifteen (15) Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation reasonably detailing Contractor's objection to the IDR within ten (10) Days of receipt of the IDR from County's Project Director. If County's Project Director does not receive a written response within ten (10) Days of County's notice to Contractor of IDR, then County payment will be made, less the disputed charges. Not withstanding any partial payment made by County, provided Contractor has timely responded to the IDR as set forth above, Contractor retains its right to seek payment, pursuant to Paragraph 8.31 (Notice of Dispute), for any unpaid disputed portion of any invoice. If Contractor does not respond with a written objection to the IDR within the ten (10) Day period set forth above, Contractor waives its right to dispute the IDR and the partial payment by County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following paragraphs is designated in Exhibit E (County's Administration). The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

6.1.1 ensuring that the objectives of this Contract are met; and

6.1.2 providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

6.2.1 meeting with the Contractor's Project Manager on a regular basis; and

6.2.2 inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.3 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for monitoring Contractor's performance using the Performance Requirement Summary in Exhibit K of this Agreement. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Director

7.1.1 The Contractor's Project Director is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

7.1.2 The Contractor's Project Director shall be responsible for Contractor's performance of all Contractor's Work, tasks and subtasks, delivery of all deliverables, and ensuring contractor's compliance with this Agreement.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3.2 Contractor shall endeavor to assure continuity, during the Term of this Agreement, of contractor personnel performing key functions under this Agreement, together with Contractor Project Director and Contractor Project Manager, shall constitute and shall be referred to hereinafter as the contractor's "Key Personnel". Contractor shall promptly replace any Key Personnel vacancies with personnel having qualifications at least equivalent to those being replaced.

7.3.3 County's Project Director may require the replacement or removal of any Contractor Key Personnel and may request replacement of any other staff member performing, or offering to perform, Work hereunder. For Contractor's Key Personnel, Contractor shall provide County with a resume of each such proposed individual Contractor's Key Personnel (or his or her replacement), and any opportunity to interview such person (or his or her replacement) prior to his performing any Work hereunder.

7.3.4 In the event Contractor should need to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide notice as promptly as possible thereafter, and shall work with County on a mutually agreeable transition plan as to ensure project continuity.

7.3.5 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications as least equivalent to those of Contractor Key Personnel being replaced or removed should any transition plan develop pursuant to Paragraph 7.3.4 require filing such vacancy (or, alternatively, terminating such position) and subject further to County's Project Director's right to require replacement or removal of such personnel pursuant to Paragraph 7.3.3.

7.4 Contractor's Staff Identification

7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4.2 Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper photo identification badge on their person as stated in Paragraph 7.4.1.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

County reserves the right to amend any portion of the Work required under this Agreement, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.

8.1.2 Unless otherwise provided under the terms of this Agreement, for any change which does not materially affect the Scope of Work, Term, Contract Sum, or payment under this Agreement, an amendment to this Agreement shall be prepared and executed by the Contractor and the Registrar-Recorder/County Clerk or his/her designee. As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the total Contract Sum, a change of more than 90 days to any period of performance, or a change in the work required which collectively increases the total cost more than ten percent (10%) of the total Contract Sum.

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Registrar-Recorder/County Clerk or his/her designee.

8.1.4 The Registrar-Recorder/County Clerk or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an amendment to the Agreement shall be prepared and executed by the Contractor and the Registrar-Recorder/County Clerk or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole

discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The

County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within thirty (30) Days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included

in this Agreement are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 **Jury Service Program:**

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.8.2 **Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement,

the Subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County‘s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been

in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings,

or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 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 requirements set forth in Federal and State 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 and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or 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 law.

8.17.2 The Contractor shall indemnify, defend, 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.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile)

transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 **Evidence of Coverage and Notice to County**

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

2. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

5. Certificates and copies of any required endorsements shall be sent to:

   County of Los Angeles
   Registrar-Recorder/County Clerk
   12400 Imperial Highway, Room 5203
   Attention: Contracts Section

6. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or

omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 **Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.24.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of

Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Registrar-Recorder/County Clerk, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Registrar-Recorder/County Clerk, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Registrar-Recorder/County Clerk, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Registrar-Recorder/County Clerk, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Registrar-Recorder/County Clerk, or his/her designee, deems are correctable by the Contractor over a certain time span, the Registrar-Recorder/County Clerk, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time

frame, the Registrar-Recorder/County Clerk, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit K, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.28.8 The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict RR/CC from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that Party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other Party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Registrar-Recorder/County Clerk, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Registrar-Recorder/County Clerk, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and

inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

1. The Contractor shall develop all publicity material in a professional manner; and

2. During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.38.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

1. A description of the work to be performed by the Subcontractor;

2. A draft copy of the proposed subcontract; and

3. Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Registrar-Recorder/County Clerk
Contracts Section
12400 Imperial Highway, Room 5203
Norwalk, CA 90650-1024

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

1. Stop work under this Agreement on the date and to the extent specified in such notice, and

2. Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

1. Contractor has materially breached this Agreement; or

2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

3. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Agreement in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were

obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

1. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

2. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

3. The appointment of a Receiver or Trustee for the Contractor; or

4. The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors

appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the

economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.53.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.53.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.53.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.53.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished

incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

8.54 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

8.54.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

8.54.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.54.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.54.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

8.55 COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT

County retains the right to negotiate the term, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

NEUBUS, INCORPORATED

By _____
Signature

I-Hsing Tsao
Print Name

Co-Founder and CTO
Print Title

Tax ID # 74-2953009

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Patrice Salseda
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 AUG 31 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

77402

Exhibit A

Statement of Work

Microfilm Conversion to Digital Images Services

The Los Angeles County Registrar Recorder

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STATEMENT OF WORK
MICROFILM CONVERSION TO DIGITAL IMAGES SERVICES

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Statement of Work

1.0 SCOPE OF SERVICES – Microfilm Conversion to Digital Images

The County of Los Angeles Department of Registrar-Recorder/County Clerk (RR/CC) wishes to convert documents on microfilm to digital images, including but not limited to, fifteen years of recorded Real Property document images on microfilm, namely from 1977 through 1991, to digital images. In 2007, AB1168, the Social Security Number Truncation Program, set forth in Government Code section 27300 et seq. requires the RR/CC to redact the first five (5) numbers of any Social Security Number (SSN) contained in a recorded Real Property document image. To comply with AB1168, the RR/CC must convert the existing Real Property document images on microfilm to digital images. This Statement of Work (SOW) provides the specifications and requirements to convert these Real Property document images from microfilm to digital images.

Contractor shall convert an estimated volume total of 65.5 million Real Property document images from microfilm to digitized multipage images during the term of the Agreement. Each 1,000 foot core can be positive or negative film with a density range between 1.20 – 1.40 containing approximately 25,000 Real Property document images.

Contractor shall have the capability to convert a minimum of 30 microfilm cores of Real Property document images per week.

Contractor shall convert the microfilm to digitized multipage images on DVD or by County designated secure share site. The method which shall be agreed to by the County Project Manager. The DVD disk will be retained by RR/CC.

Contractor shall provide all labor, supplies, and support equipment required to perform the services specified in this SOW.

2.0 COUNTY RESPONSIBILITIES

2.1 The County Project Manager shall monitor Contractor's performance under any resulting Agreement using the Performance Requirements Summary (PRS), which is incorporated as part of the Agreement as Exhibit K. If, at any time during the term of the Agreement, the work does not meet the performance standards, the County Project Manager will prepare a Contract Discrepancy Report (CDR, which is incorporated as part of the Agreement as Exhibit O. The County Project Manager will issue the CDR to Contractor within five (5) working days of discovering the unsatisfactory performance. The County Project Manager shall reserve the right to provide supportive documentation and deliver the CDR electronically to Contractor. Contractor shall respond within five (5)

working days from receipt of the CDR issued by the County Project Manager and correct the discrepancy, at Contractor's expense, if any.

2.2 County shall provide Contractor with silver 16mm microfilm, in 1000 foot cores, each containing approximately 25,000 Real Property document images.

2.2.1 County shall provide Contractor with Real Property document numbers contained in each 1000 foot core.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 General Management

3.1.1 Contractor shall provide sufficient competent personnel to perform all work in accordance with this SOW; pay all salaries, wages and employee benefits; train said personnel in the process of converting Microfilm to Digital Images. Contractor shall insure Occupational Safety and Health Administration (OSHA) and California Occupational Safety and Health Administration (Cal/OSHA) requirements are met, when applicable.

3.1.2 Contractor shall convert the records contained in the microfilm provided by the RR/CC to digitized multipage images in the format specified in Paragraph 4.2.1.5.

3.1.3 Contractor shall output and deliver the digitized multipage images to the County designated secure share site or on DVD medium, as agreed by County Project Manager and Contractor.

3.1.4 Contractor shall be responsible for all reconciliation and error corrections processing to assure all records/images are accounted for by comparing film images to County's Real Property document number index file. Contractor will provide RR/CC a list of all document numbers and images which cannot be corrected as specified in Paragraph 4.2.1.9.

3.1.5 Contractor's employee shall pick up and return the microfilm cores and the completed DVDs, if applicable, to the RR/CC, Real Estate Records Section located at:

12400 Imperial Highway, Room 2207
Norwalk, CA 90650
(562) 462-2000

3.1.6 Contractor shall deliver the completed digitized multipage images on the DVD(s) or upload the digitized multipage images to the County designated secure share site directory (as specified by County Project Manager) within five (5) working days from the date of microfilm pick-up.

3.1.7 Contractor shall return the microfilm cores during the next scheduled pick-up after County's acceptance of the delivered digitized multipage images.

3.1.8 Contractor shall re-process, at Contractor's expense, all images that do not meet image quality acceptance standards as specified in this SOW.

3.1.9 Contractor shall establish an answering service for urgent requests for replacement media, rescanning of existing files, or hard copy of any documents. Contractor shall respond to urgent requests within twenty-four (24) hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, and as requested by the County Project Manager.

3.1.10 Contractor shall maintain complete and accurate documentation of all pick-up and deliveries made pursuant to work performed under the Agreement for five years after the term of the Agreement has expired.

3.1.11 Contractor shall pick up microfilm cores and deliver completed DVD(s), if applicable, in a suitable hard plastic case that would preserve the quality of the products.

3.1.12 Contractor's employees are subject to reasonable dress codes when in County facility; shall not bring visitors into the facility; shall not bring in any form of weapons or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to authorized search; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbance in the facility; and otherwise are subject to all rules and regulations of the facility.

3.1.13 Contractor shall furnish and require Contractor employees to wear a badge identifying employees by name and company. Such badge shall be displayed on employee's person at all times he/she is within the confines of County facilities.

3.1.14 Contractor shall return to the County Project Manager, all County property in Contractor's possession upon expiration of the Agreement.

3.1.15 Contractor shall provide County Project Manager a current list of employees working on County assignment and management staff and keep this list updated during the Agreement Term. The list shall be forwarded to:

Registrar-Recorder/County Clerk
Manager, Public Records Division
12400 Imperial Highway, Room 5001A
Norwalk, CA 90650
(562) 462-2081

3.2 Security and Control Procedures

3.2.1 Contractor shall be responsible for safeguarding any/all County property in accordance with this SOW. Furthermore, Contractor shall assure the confidentiality of information in accordance with Contractor Employee Acknowledgement and Confidentiality Agreement attached and made a part of the Agreement as Exhibit G.

3.2.2 Contractor shall ensure compliance with Security and Control Procedures reviewed and approved by County. Contractor shall notify the County Project Manager of any changes to the Security and Control Procedures preferably in advance but no later than ten (10) working days of making such change for County Project Manager approval.

3.2.3 Contractor will provide County Project Manager with a list identifying the contents of microfilm cores and/or DVDs if lost, stolen or damaged while in Contractor's possession. County will require Contractor to reimburse County for any lost, stolen or damaged records.

3.2.4 Contractor and its employees are prohibited from copying, creating or duplicating any record or any part of County records in its possession without the express written authorization from County Project Manager. Notwithstanding the above, Contractor shall not provide third parties with any information without the express written authorization of County Project Manager.

3.3 Contractor's Project Manager

3.3.1 Contractor's Project Manager (PM) shall work with the County Project Manager to help resolve any potential areas of difficulty before a problem occurs.

3.3.2 Contractor shall appoint a Backup Project Manager (BPM). In the event of PM's absence, the BPM shall be available via telephone or pager between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

3.3.3 Contractor's PM or BPM shall promptly respond to all calls and/or reports regarding Contractor's performance.

3.3.4 Contractor's PM or BPM shall have full authority to act for Contractor on all Agreement matters relating to the daily operation of the work performed under the Agreement. Contractor's PM or BPM shall be able to effectively communicate in English both orally and in writing.

3.4 Contractor Employees

3.4.1 Contractor employees shall enter and exit County facility using the public entrance.

3.4.2 Contractor's employee shall wear a valid picture identification badge at all times while in County facilities and shall present said ID badge to County authority if so required during pick-up or delivery services.

3.4.3 Contractor's employee shall provide to the County Project Manager a transmittal form acknowledging pick-up of the microfilm cores and delivery of multipage images to the County designated secure share site, or the completed DVD(s) if applicable. Contractor's employee shall obtain the signature of the County Project Manager or authorized Public Records Division Manager on the transmittal form. Authorized Public Records Division Managers are listed on Exhibit E (County Administration). Contractor's employee shall sign the transmittal form and provide the County Project Manager a copy. Contractor shall retain a copy of the transmittal form for Contractor's records.

3.4.4 Contractor's employee shall not pick up or deliver microfilm cores without a completed transmittal form. If Contractor's employee cannot obtain signature, Contractor's employee shall immediately call the County Project Manager to resolve the issue.

3.4.5 Contractor's PM or BPM shall call the County Project Manager when a delay of any type is anticipated.

3.5 Rules and Conduct for Employees

3.5.1 Contractor shall immediately report to the County Project Manager any accidents and/or loss of equipment, supplies, etc.

4.0 PERFORMANCE REQUIREMENTS

4.1 General

4.1.1 Contractor shall comply with all applicable standards, rules, regulations, ordinances, statutes, and laws pertaining to the operation of converting microfilm to digital images, as may now be in effect and as any of them may be modified or amended from time to time.

4.1.2 Contractor shall comply with all requirements of this SOW. The Performance Requirements Summary (PRS), which is incorporated as part of the Agreement Exhibit K is a synopsis of the requirements of the Agreement, standards of performance, and the remedies to be applied for unsatisfactory performance. The County Project Manager will use this chart as a quick reference to assure Contractor meets Agreement performance standards.

4.2 Specific Requirements

4.2.1 Contractor shall provide the service requirements listed below:

4.2.1.1 Contractor shall convert microfilmed Real Property document images for the following periods to digital images:

DOCUMENT TYPE	YEAR RANGE	# OF IMAGES
REAL PROPERTY	1977-1991	Approx. 65,500,000

4.2.1.2 Contractor shall produce an electronic copy of each recorded Real Property document multipage image at a resolution of 300 DPI.

4.2.1.3 Contractor shall produce the final product de-speckled, de-skewed and rotated and convert negative images to positive images. The result of which must be exact to preserve the integrity of data on the documents.

4.2.1.4 Contractor shall identify and index the multipage images by document index number sequence and name of

image. Contractor shall deliver index files with each respective set of multipage images to the County Project Manager as specified in this SOW.

4.2.1.5 Contractor shall deliver electronic document multipage images as multipage CCITT Group TIFF IV compression to County designated secure share site or DVD as agreed to by the County Project Manager.

4.2.1.6 Contractor must upload to the County designated secure share site or produce on DVD the final product of converted multipage images as agreed to by the County Project Manager within five (5) working days from the receipt of microfilm cores.

4.2.1.7 Contractor must provide a Header Record indicating total images, document number range and date of recording Real Property document images.

4.2.1.8 Contractor must have the capability to provide document control and tracking of all steps in the conversion process.

4.2.1.9 Contractor must provide an Audit Report cross referencing the RR/CC index file to TIFF image index files, showing total images and any exceptions. Contractor must provide a report layout for approval by County Project Manager. The Audit Report must include, but not be limited to, missing numbers, duplicate numbers and blurred/illegible images submitted when the expected images are converted and delivered to County.

4.2.1.10 Contractor must guarantee that all deliverable materials are free of anomalies and incompatibilities. If deliverables fail to comply with the SOW, the County Project Manager will issue a Contract Discrepancy Report (CDR) to Contractor within five (5) working days of discovering the unsatisfactory performance. Contractor shall respond within five (5) working days of receipt of the CDR issued by the County Project Manager and correct the discrepancy, at Contractor's expense, if any.

4.3 Specifications

Contractor shall convert the microfilmed Real Property document images to digitized multipage images in accordance with the specifications listed below:

4.3.1 REAL PROPERTY RECORDS

4.3.1.1 IMAGE

a. Convert each document to a multipage image
b. Industry standard CCITT Group TIFF IV format
c. Cropping and centering must be exact

4.3.1.2 IMAGE QUALITY

a. Clarity of characters
b. Image sharpness
c. Resolution of 300 DPI
d. Complete image, no portion of image omitted

4.3.1.3 IMAGE ENHANCEMENT

a. De-skew
b. Remove line and specks (de-speckle)
c. Sharpness
d. Convert negative images to positive images

4.3.1.4 OUTPUT MEDIUM

a. Designated County secure share site or minimum 4GB DVD as agreed to by County Project Manager

4.3.1.5 ELECTRONIC FILE TRANSFER

a. Multipage images are to be categorized by recording date or directory structure as specified by County Project Manager
b. Each recording date is to provide a header record indicating total images, type of record, document number range, and date of recording

4.3.1.6 DVD PHYSICAL MEDIA

a. Minimum 4 Giga bytes (GB)
b. Maximum number of Real Property document multipage images possible per DVD physical media
c. Each physical media DVD must have header record indicating total images, type of record, document number range, and date of recording
d. Must contain only complete documents on physical media DVD.

4.3.1.7 DVD PHYSICAL MEDIA IDENTIFICATION

Identify the following on each physical media DVD using a non-removable label:

a. Contents of the physical media DVD
b. Type of record and date of recording

c. Document number range, for example: (20090001258 – 20090001350)

4.3.1.8 DVD PHYSICAL MEDIA PACKAGING

a. Each physical media DVD must be placed in a clearly labeled suitable hard plastic case that meets the industry standard for data processing media enclosures
b. Identify each physical media DVD case with the document number range and date of recording

4.4 Monitoring

4.4.1 The County Project Manager shall monitor Contractor's performance using the Performance Requirement Summary, which is incorporated as part of the Agreement as Exhibit K. If, at any time during the term of the Agreement, the work does not meet the performance standards, the County Project Manager shall prepare the CDR, which is incorporated as part of the Agreement as Exhibit O. The County Project Manager will issue the CDR to Contractor within five (5) working days of discovering the unsatisfactory performance. The County Project Manager reserves the right to provide supportive documentation and deliver the CDR electronically to Contractor. Contractor shall respond within five (5) working days upon receipt of the CDR issued by the County Project Manager and correct the discrepancy, at Contractor's expense, if any.

4.4.2 All requirements described herein shall be monitored by the County Project Manager. The County Project Manager may from time to time provide comment on these services but will not unreasonably interfere with Contractor performance.

4.5 Work Quality Issues

Questions regarding the quality and direction of work performance will normally be handled between the County Project Manager and Contractor's Project Manager, but if County believes that important work matters are not being properly handled by the assigned person(s), and that previous management efforts by County have failed to achieve desired results, County will seek remedies under the Agreement.

4.6 Remedies

When Contractor's performance is not in compliance with the requirements of the SOW, the County Project Manager shall document unsatisfactory performance. The County may, if Contractor's performance

remains unsatisfactory, as supported by communication and documentation, terminate the Agreement in accordance with paragraph 8.43 of the Agreement, entitled “Termination for Default”.

REQUIRED FORMS - EXHIBIT 11

PRICING SCHEDULE – FIXED RATE

Proposer shall quote a fixed unit price for microfilm conversion to digital images services. No other costs or out of pocket expenses shall be paid to the Contractor under any resultant Agreement. Price shall be inclusive of all applicable taxes.

Item Description	Invoicing	Cost per image
Image from microfilm – Initial Term (First, Second, and Third Years) and First Extension Year (if exercised)	Monthly	$0.0114
Image from microfilm – 2nd Extension Year (if exercised)	Monthly	$0.0114

REQUEST FOR PROPOSAL

Incorporated By Reference

REQUIRED FORMS - EXHIBIT 8

PROPOSER'S EEO CERTIFICATION

Neubus Inc.

Company Name

11700 Stonehollow, Suite 100 Austin, TX 78758

Address

74-2953009

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )

I-Hsing Tsao

Signature

4/23/2010

Date

I-Hsing Tsao, Co-Founder and Chief Technology Officer

Name and Title of Signer (please print)

Microfilm Conversion to Digital Images

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Portia Sanders
Title: Division Manager
Address: 12400 Imperial Highway, Room 5001A
Norwalk, CA 90650
Telephone: (562) 462-2081 Facsimile: (562) 868-5139
E-Mail Address: pdsanders@rrcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Margarita (Maggie) Lien
Title: Assistant Division Manager
Address: 12400 Imperial Highway, Room 5001A
Norwalk, CA 90650
Telephone: (562) 462-2983 Facsimile: (562) 868-5139
E-Mail Address: mlien@rrcc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Marco Puebla
Title: Administrative Assistant
Address: 12400 Imperial Highway, Room 5001A
Norwalk, CA 90650
Telephone: (562) 462-2732 Facsimile: (562) 868-5139
E-Mail Address: mpuebla@rrcc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Neubus, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Theresa Bernardy
Title: Project Manager
Address: 11700 Stonehollow Drive, Suite 100
Austin, TX 78758
Telephone: 512-350-1248
Facsimile: 512-233-2898
E-Mail Address: tbernardy@neubus.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: I-Hsing Tsao
Title: Co-founder and Chief Technology Officer
Address: 11700 Stonehollow Drive, Suite 100
Austin, TX 78758
Telephone: 512-833-6603
Facsimile: 512-532-7722
E-Mail Address: itsao@neubus.com

Name: Chris Albury
Title: Co-founder and Chief Executive Officer
Address: 11700 Stonehollow Drive, Suite 100
Austin, TX 78758
Telephone: 512-833-6197
Facsimile: 512-233-2794
E-Mail Address: calbury@neubus.com

Notices to Contractor shall be sent to the following:

Name: I-Hsing Tsao
Title: Co-founder and CTO
Address: 11700 Stonehollow Drive, Suite 100
Austin, TX 78758
Telephone: 512-833-6603
Facsimile: 512-532-7722
E-Mail Address: itsao@neubus.com

EXHIBIT G1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Neubus, Inc. Contract No.

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: DATE: 8 / 16 / 10

PRINTED NAME: I-Hsing Tsao

POSITION: Co-founder and CTO

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

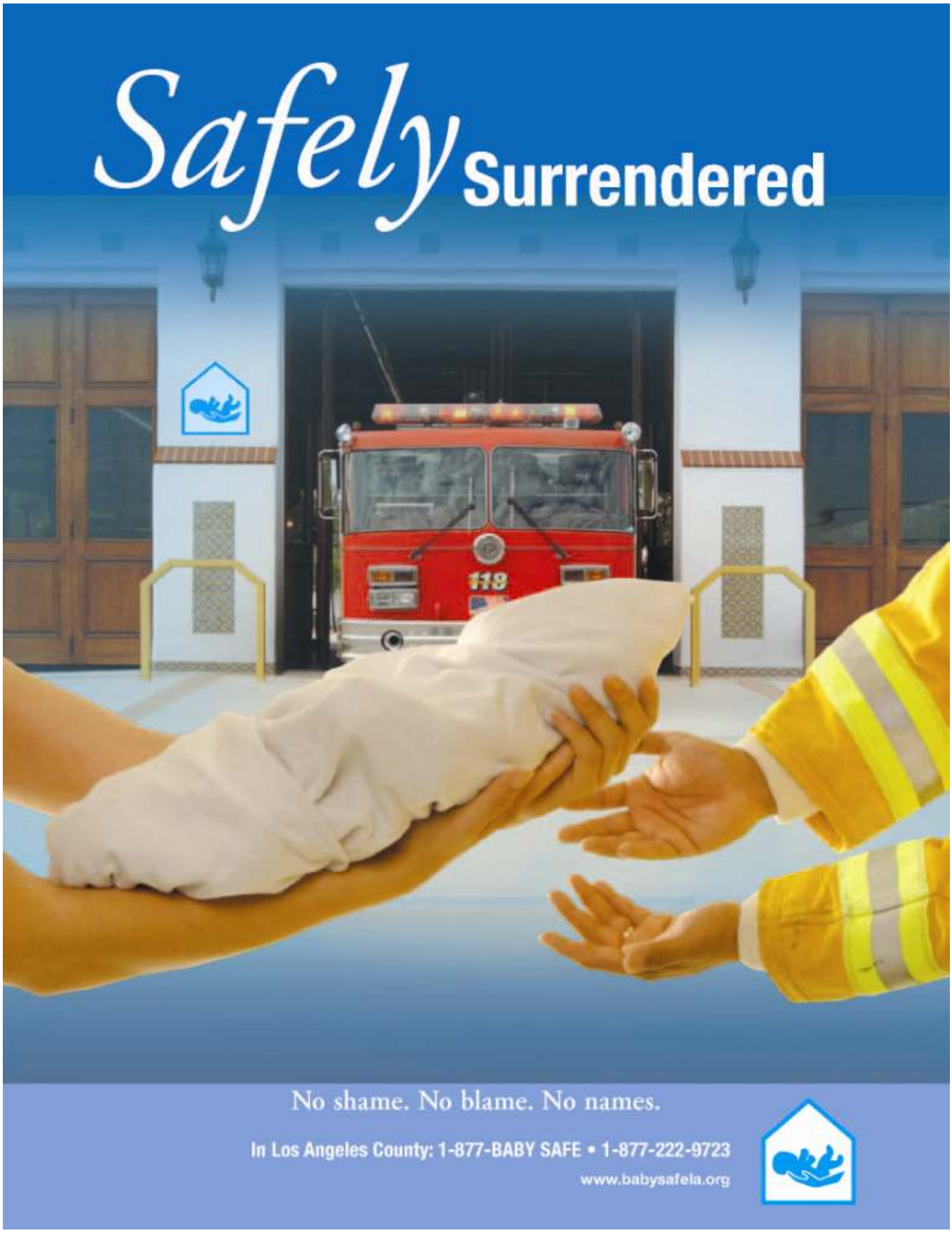
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I



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Neubus, Inc.

EXHIBIT I

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

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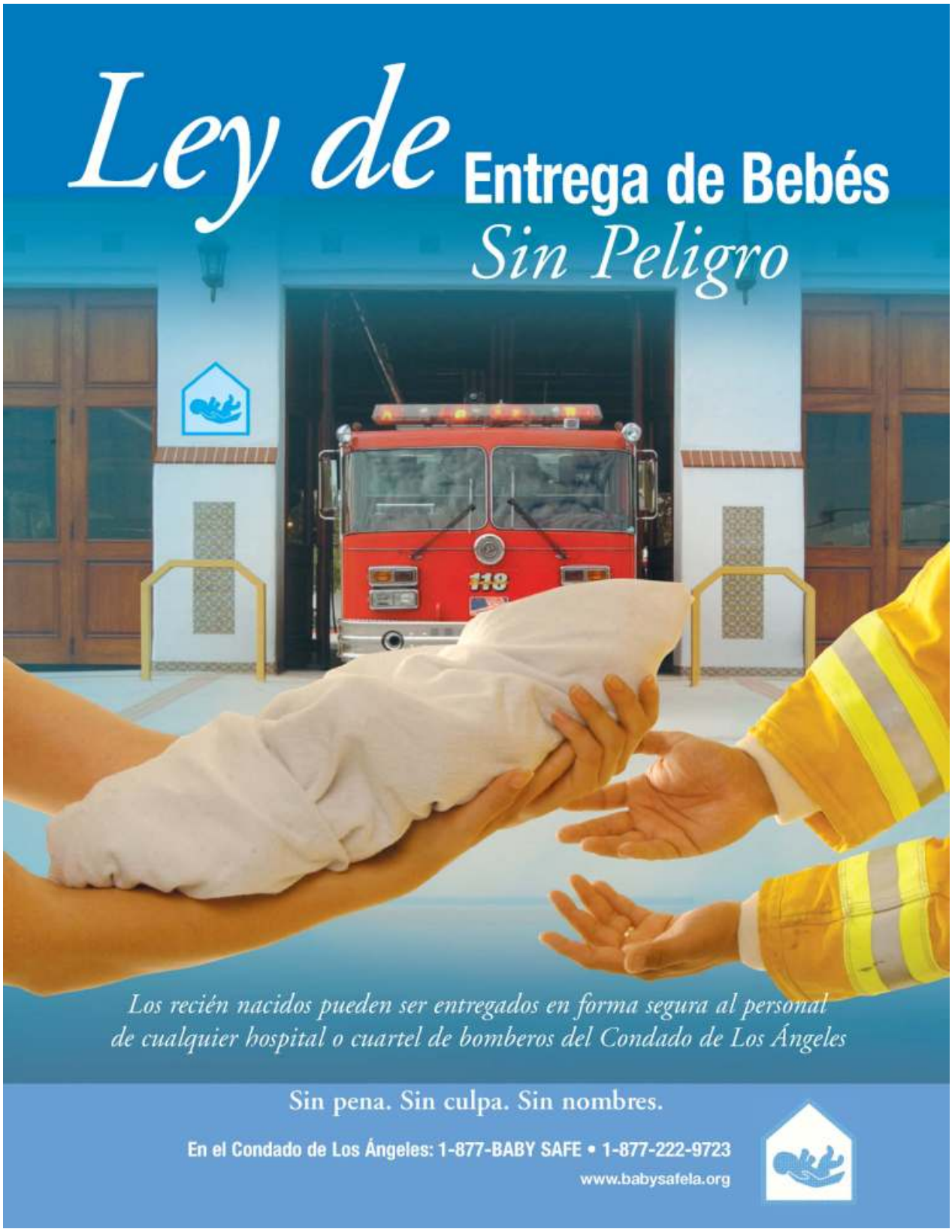

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En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal*.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than $39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?
You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of $825, he or she must file a 2007 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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PERFORMANCE REQUIREMENTS SUMMARY

This exhibit lists the required services which will be monitored by the County during the term of this Agreement; that is, the required standard of service, maximum allowable deviation from the performance standard, method of maintaining compliance, and action to be taken for exceeding the allowable deviation from the standard.

REQUIREMENTS	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION	METHOD OF MAINTAINING COMPLIANCE	ACTION TO BE TAKEN
Image	Multipage images, CCITT Group TIFF IV format, exact centering.	No deviation	Verify and monitor	Contract Discrepancy Report (CDR) sent and request for corrective action.
Image Quality	Clarity of characters, Image sharpness, Resolution of 300 DPI for Real Property, Complete image.	No deviation	Verify and monitor	CDR sent and request for corrective action.
Image Enhancement	De-skew, remove line and despeckle, color enhancement and sharpness.	No deviation	Verify and monitor	CDR sent and request for corrective action.
Images	Must be Portrait mode, orientation must be face up, legible and in readable format, multipage image quality that includes 300 DPI resolution, image sharpness, clarity of characters, multipage images represent complete document.	No deviation	Verify and monitor	CDR sent and request for corrective action.

INVOICE DISCREPANCY REPORT

1. ISSUE:

   Today's Date: _____

   Contractor: _____

   Phone Number: _____

   Name: _____

   Date of Subject Invoice: _____

   Invoice Number of Subject Invoice: _____

   Total Value of Subject Invoice: _____

   Disputed Value of Subject Invoice: _____

   Description of Disputed Charges:

   _____

   _____

   _____

2. REVIEWED/SIGNED:

   Signed: _____ Date: _____
   County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager) _____

   Date received from CPD: _____

   Explanation regarding Disputed Charges:

   _____

   _____

   _____

   Corrective Action Taken:

   _____

   _____

   _____

   Signed: Date:

   _____ _____
   Contractor Project Director

Instructions: CPD : Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.

NON-EMPLOYEE INJURY REPORT

Dept Name_____ Dept. #:_____
DIV. or Facility:_____
SECTION:_____
IRMIS Code #:_____

Prepared for County Counsel in defense of the County, Special Districts and employees.

INSTRUCTIONS:

1. All incidents involving injury to non-employee, however, minor, while on County property (owned or leased) must be reported, by the Guard, Marshal's Office or Department in proximity to incident, as follows:

   Two copies to: CARL WARREN & CO., P.O. Box 116, Glendale, CA 91209-0116

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206

INJURED NON-EMPLOYEE

1. Name:_____
   (Last Name) (First Name) (Middle Name)

2. Address:_____

3. Age:_____ 4. Sex: _____ Male _____ Female

   If minor, give name of parent or guardian_____

TIME AND PLACE:

5. Place of occurrence_____
   (Name of County Facility, Bldg, Street, Number) (City or Town)

6. Location in building_____
   (In detail: Bldg, Floor, Room No.)

7. Date of Occurrence_____ Hour_____ AM/PM 8. Weather _____ Clear_____ Rain_____

POLICE REPORT: ☐ Yes ☐ No POLICE AGENCY REPORTING_____STATION_____ DEPT.#:_____

DESCRIPTION OF INCIDENT:

9. What was non-employee doing?_____

10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury:_____
    (If necessary, continue on separate sheet)

_____

11. Condition of floor, sidewalk, steps or other physical property or equipment involved:_____

_____

12. Was there any defect or foreign substances or object involved? If so, describe:_____

_____

13. If slip and fall: Person's shoes_____ heels_____ caps_____

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Neubus, Inc.

(Type) (Type) (Type)

NATURE OF INJURY AND PART OF BODY AFFECTED:

14. Be specific! State which part of body injured, whether right or left, etc. If exact nature of injury is undetermined, give opinion:_____

TREATMENT GIVEN:

15. Was treatment given to the injured person by County personnel?_____ By whom?_____
Type of Treatment:_____

16. Was ambulance called?_____ Which company_____ By whom?_____

17. Taken to hospital?_____ Which?_____

STATEMENTS BY INJURED AND WITNESSES:

18. Statement of injured as to what happened:_____

19. Witness No. 1: Name:_____
(Last Name) (First Name) (Middle Initial)

Address:_____ Telephone:_____
(Number) (Street) (City)

Statement:_____

20. Witness No. 2: Name:_____
(Last Name) (First Name) (Middle Initial)

Address:_____ Telephone:_____
(Number) (Street) (City)

Statement:_____

Date Report Prepared:_____

CONTRACTOR'S PROPOSAL

Incorporated by Reference

CONTRACT DISCREPANCY REPORT

1. COMPLAINT:

Today's Date: _____ Contractor: _____

Phone Number: _____

Name: _____ Department: _____

Date of Unacceptable Performance: _____

Description of Unacceptable Performance (Attach auction inspection report): _____

_____

_____

_____

REVIEWED/SIGN:

Signed: _____ Date: _____
County Project Manager

2. CONTRACTOR RESPONSE (to be completed by Contractor Project Manager)

Date received from County Project Manager: _____

Explanation for Unacceptable Performance: _____

_____

_____

_____

Corrective Action Taken: _____

_____

_____

_____

Signed: _____ Date: _____
Contractor Project Manager

3. INSTRUCTIONS

County Project Manager will forward Contract Discrepancy Report to Contractor.

CONTRACTOR must respond to County Project Manager in writing within five (5) working days of receipt of Contract Discrepancy Report.