



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

April 20, 2010

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#23 APRIL 20, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE THE AGREEMENT WITH PFA, INC.
TO CONVERT DIGITAL IMAGES TO MICROFILM
(All Supervisorial Districts) (3 Votes Required)**

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

SUBJECT

Request Board approval of a competitively bid contract to convert digital images of real property, legal documents, maps, and vital records (birth, death, and marriage), collectively "Official Records" to microfilm for the Department of the Registrar-Recorder/County Clerk ("RR/CC"). Pursuant to Government Code 27322.2, the RR/CC is required to keep a true copy of the Official Records for archival purposes in a safe and separate location that will reasonably assure its preservation indefinitely.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Agreement ("Agreement") with PFA, Inc. ("PFA") to convert digital images to microfilm effective May 30, 2010 for two years with five (5) one-year and six (6) month-to-month optional extensions. The contract sum for the term of the Agreement, including option periods, if exercised, is \$4,000,000. Funding is provided under the Recorder Modernization Fund and the Vital Records Improvement Trust Fund. Funding for future fiscal years will be determined annually based on the availability of resources from these Trust Funds and will be included in the Department's budget requests. There is no impact to the County General Fund.

2. Delegate authority to Registrar-Recorder/County Clerk or designee to prepare and execute amendments to extend the Agreement up to five (5) one-year and six (6) one-month options.
3. Delegate authority to the Registrar-Recorder/County Clerk or designee to increase the contract sum up to 10% to cover a surge in workload or a change to the scope of work if necessary to ensure the preservation of the Official Records. The maximum contract sum of the Agreement would not exceed \$4,400,000 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 incorporate or change any contracting provisions required by the Board of Supervisors or Chief Executive Officer.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The purpose of this recommendation is to allow RR/CC to continue services to convert digital images of real property, legal documents, maps and vital records to microfilm to preserve County's Official Records as required by legal mandates. All reproductions must be made in compliance with regulations adopted by the Secretary of State, under Government Code Section 12468.7. The RR/CC is required to maintain the Official Records in a safe and separate location that will reasonably assure its preservation indefinitely pursuant to Government Code Section 27322.2.

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.

Strategy 2: Service Excellence and Organizational Effectiveness: Streamline and improve administrative operations and processes to increase effectiveness, enhance customer service, and support responsive County operations.

The services to be provided under the Agreement will help preserve indefinitely the County's Official Records so they are available to current and future generations as required by law.

FISCAL IMPACT/FINANCING:

The contract sum for the term of the Agreement, including option periods, if exercised, is \$4,000,000. The Agreement provides Board delegated authority to the Registrar-Recorder/County Clerk or designee to increase the Contract Sum up to 10% for a maximum Contract Sum of \$4,400,000 over the term of the Agreement.

Funding for this Agreement will come from the Recorder Modernization Fund, as authorized under Government Code Section 27361.4 and the Vital Records Improvement Trust Fund, as authorized by Health and Safety Code Section 103625(f). Funding for the first year of the Agreement has been included in the Department's FY 2010-11 Budget. RR/CC will identify available funds from the Trust Funds and encumber funds annually (as available) for these services not to exceed \$4,400,000 for the Agreement term and option periods, if exercised. There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under Government Code Section 27322.2, the RR/CC is required to maintain the County's Official Records in a manner as to reasonably ensure their preservation indefinitely. To this end, the RR/CC procures services to convert digital images of documents to microfilm. All reproductions are made in compliance with regulations adopted by the Secretary of State, under Government Code Section 12468.7. The Official Records are then stored in a secure location to ensure the preservation of information vital to the County, other government agencies, and the public. The current agreement with PFA, Inc. will expire May 29, 2010.

The proposed Agreement will commence May 30, 2010, or upon Board approval, whichever is later, and run consecutively for two years, unless sooner extended or terminated in whole or in part, with five (5) one-year and six (6) one-month extension options, for an aggregate term of seven 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 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.

CONTRACTING PROCESS

On October 8, 2009, the RR/CC released a Request for Proposals ("RFP") to convert digital images to microfilm. A notice was sent to approximately 267 service providers registered with the Internal Services Department as providing like services. Advertisements were published in five local newspapers on two separate dates and the solicitation information was also posted on the County's website (Attachment I) as required by Board Order.

The RR/CC held a Mandatory Proposers' Conference on October 20, 2009 with 10 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. Six proposals were received by the proposal deadline of November 10, 2009. An evaluation committee, consisting of RR/CC Technical and Operations staff, evaluated the Proposer's background and experience, approach to providing the required services, and the Proposer's quality control plan. Using the County's new Informed Averaging Proposal Evaluation process, PFA's proposal received the highest overall score. The proposal demonstrated that PFA possesses the experience and expertise needed to meet the contract requirements. PFA also accepted all County contracting provisions without any changes. PFA is a County certified Small Business and was granted Local SBE Preference. On final analysis and consideration of award, PFA was selected without regard to race, creed or color.

Upon notification of a selected contractor, the Department received two requests for a Contractor Selection Review. Both requests were processed and provided with a timely response. Both non-selected proposers were also advised of their option to request a County Review Panel and have since declined to pursue this option.

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 will provide continued services to convert real property, legal documents, maps and vital records from digital format to microfilm, ensuring the preservation of these documents for future generations and assist County to comply with legal mandates.

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 to:

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

Respectfully submitted,

Reviewed by:


DEAN C. LOGAN
Registrar-Recorder/County Clerk


RICHARD SANCHEZ
Chief Information Officer

DCL:EB:RL:yt

Attachment (2)

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

ATTACHMENT I

CIO ANALYSIS

AGREEMENT WITH PFA, INC. TO CONVERT DIGITAL IMAGES TO MICROFILM

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: 2 Yrs # of Option Yrs 5.5

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	\$4,000,000
Aggregate Contract Amount	\$4,000,000

Project Background:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) with other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan? <i>The Department does not identify this as a project in the BAP; instead it handles this activity as part of its ongoing operation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document? <i>Typically, digital images are not converted to microfilm, but the State's legal mandate requires it.</i>
<input type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards? <i>Typically, digital images are not converted to microfilm, but the State's legal mandate requires it.</i>

<input checked="checked" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).
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Project/Contract Description:

The Registrar-Recorder/County Clerk (RR/CC) is requesting Board approval of Agreement with PFA, Inc. (PFA) to convert digital images (real property, legal documents, maps and vital records) to microfilm. The Agreement will be effective May 30, 2010 for two (2) years with five (5) one-year and six (6) month-to-month extensions for a contract sum of \$4,000,000, if all optional extensions are exercised. The RR/CC is also requesting authorization execute the optional extensions and increase the contract up to 10% (\$400,000) to address additional workload and changes in scope.

Background:

Under Government Code, the RR/CC is required to maintain the County's official records in a manner as to reasonably ensure their preservation indefinitely. To this end, the RR/CC procures services to convert digital images of documents to microfilm. All reproductions are made in compliance with regulations adopted by the Secretary of State. The official records are then stored in a secure location to ensure the preservation of information vital to the County, other government agencies, and the public. The current Agreement with PFA, Inc. will expire May 29, 2010.

The RR/CC is requesting Board approval of new Agreement with PFA to convert digital images to microfilm. PFA was selected as a result of a competitive Request for Proposals (RFP) process initiated in October 2009. PFA accepted all County contracting provisions without any changes.

Project Justification/Benefits:

The primary justification/benefit of this project is that it will allow the RR/CC to continue services to convert digital images of official records to microfilm, as required by legal mandates.

Project Metrics:

In the Agreement, the Statement of Work (SOW) identifies several metrics:

- Contractor's archival quality microfilm from digital images must meet current industry standards (i.e., American National Standards Institute, Association for Information and Images Management, Association of Records Managers and Administrators, National Information Standards Organization, and Property Records and Property Records Industry Association);

- Contractor shall have the capability to convert one full day of recording ranging from 16,000 to 60,000 images within five business days;
- The microfilm used by the Contractor must have a life expectancy rating of LE-500 (Life Expectancy of 500 years);
- Contractor shall return the completed microfilm within five business days from the date the images were downloaded; and
- Contractor shall promptly delete stored images upon notification of microfilm acceptance by the County.

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

If the proposal is not approved, the RR/CC will not be able to comply with State legal mandates.

Alternatives Considered:

As part of the competitive bid process, five other vendor proposals were considered, but PFA's proposal received the highest overall score.

Project Risks:

There are no project risks identified at this time. The Department has worked with the vendor to put quality control measures in place to ensure that all microfilm will have a projected life expectancy of 500 years.

Risk Mitigation Measures:

See above.

Financial Analysis:

The total amount of the Agreement, including option periods – if exercised, is \$4,000,000. The Department has also requested delegated authority to increase the contract sum up to 10% to cover a surge in workload or a change to the scope of the work, if necessary. In this case, the maximum contract sum of the Agreement would not exceed \$4,400,000. Funding for this project is provided under the Recorder Modernization Fund and Vital Records Improvement Trust Fund. Funding for the first year of the Agreement has been included in the Department's FY 2010-11 Budget. RR/CC will identify available funds from the trust funds and encumber funds annually (as available) for these services. There is no net County cost.

CIO Concerns:

None.

CIO Recommendations:

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

CIO APPROVAL

Date Received: March 8, 2010

Prepared by: Henry Balta

Date: March 19, 2010

Approved: 

Date: 3-23-10

Bid Detail Information**Bid Number :** 09-002**Bid Title :** Converting Digital Images to Microfilm**Bid Type :** Commodity / Service**Department :** Registrar-Recorder**Commodity :** DATA CONVERSION SERVICES**Open Date :** 10/8/2009**Closing Date :** 11/10/2009 12:00 PM**Bid Amount :** N/A**Bid Download :** [Available](#)

Bid Description : The County of Los Angeles Department of the Registrar-Recorder/County Clerk (RR/CC) is releasing this Request for Proposals (RFP), Project #09-002, to solicit proposals from qualified contractors to provide services converting digital images of real property documents, maps, and vital (birth, death, and marriage) records to microfilm (the "Services").

If you have any questions, please contact Yvonne Troncoso, Contract Analyst at (562) 462-2907, fax (562) 863-8407, or e-mail: ytroncoso@rrcc.lacounty.gov. Please note that interested Proposers must meet certain mandatory minimum requirements. Failure to meet these minimum requirements will disqualify the proposal from further consideration.

Proposers' questions are due by fax or email no later than 10:00 a.m., October 15, 2009. No questions will be accepted by telephone. A mandatory Proposers' Conference is scheduled for 10:00 a.m., October 20, 2009 at RR/CC Headquarters located at 12400 Imperial Hwy., Norwalk, CA 90650 in Room 7017. Interested Proposers must submit questions and/or confirm attendance to Ms. Troncoso at the contact information above.

Proposals must be received no later than 12:00 noon, Pacific Time, on Tuesday, November 10, 2009 at RR/CC Headquarters, Contracts Section, Room 5203.

Contact Name : Yvonne Troncoso**Contact Phone# :** (562) 462-2907**Contact Email :** YTroncoso@rrcc.lacounty.gov**Last Changed On :** 10/8/2009 7:33:27 AM[Back to Last Window](#)

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:

FIRM NAME: PFA, Inc.

COUNTY VENDOR NUMBER: 06199301

☒ 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): 15

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						
Hispanic/Latino					2	3
Asian or Pacific Islander						
American Indian			1			
Filipino				1		1
White	2				4	1

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	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

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
James Harper		Vice President	11/08/09



COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: <http://oaac.co.la.ca.us>

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

October 27, 2009

JIM HARPER
PFA INC
9980 GLENOAKS BLVD., STE. F
SUN VALLEY, CA 913521077

Vendor #: 06199301

Dear JIM HARPER:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until October 31, 2011 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at <http://oaac.co.la.ca.us/SBEMain.htm> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

ROBERT VALDEZ
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

BIDDERS LIST

3DI, LLC
28969 Information Lane
Easton, MD 21601-7007

ALPHANUMERIC DATA
SERVICESCONSULTANTS
160 W Foothill Parkway, Ste. 105,
PMB#9, Corona, CA 92882-8545

AXIOM CONSULTING GROUP, INC.
1500 Newell Ave., # 300
Walnut Creek, CA 94596-5191

3K TECHNOLOGIES LLC
355 W. Olive Ave., Ste. 208D
Sunnyvale, CA 94086-7660

AMERICAN EPAY, INC.
8420 W. BrynMawr Ave. Suite 510
Chicago, IL 60631

BOTTOM LINE CONSULTING INC
10940 Wilshire Blvd., Suite 1600\
Los Angeles, CA 90024

Access Multimedia Technology
2 Peppertree Dr.
Rancho Palos Verdes, CA 90275-5930

APEX DATA SERVICES
198 Van Buren St.
120 President PLAZA
Herndon, VA 20170-5347

BUSINESS KEYPUNCH OF VIRGINIA
6914 Staples Mill RD.
Richmond, VA 23228-4932

ACS CONSULTANT COMPANY INC
5225 Auto Club Drive,
Dearborn, MI 48126

ARSZMAN & LYONS LLCA&L
IMAGING A&L IMAGING
3963 Virginia Ave
Cincinnati, OH 45227

BYTEMANAGERS, INC
27024 Midland Road
Bay Village, OH 44140-2312

ADMIN BUS SERVICES INCDBA ABS
PERSONNEL
711 E. Ball Road, Suite 201
Anaheim, CA 92805

Artificial Intelligence Networks
12 Mauchly Drive, Building C,
Irvine, CA 92618

CAL COAST DATA ENRTY
11090 Artesia Blvd. Ste. D
Artesia, CA 90703-2545

Advanced Technology Systems
7915 Jones Branch Dr.
McLean, VA 22102-3343

Aulira Parker Consulting
6010 Wishire Blvd, Ste 402
Los Angeles, CA 90036

Canon Business Solutionswest, Inc.
110 W. Walnut St.
Gardena, CA 90248-3100

AFRA CONSULTING & SERVICES INC
4551 Glencoe Avenue, Ste. 245
Marina Del Rey, CA 90292

AURIGA CORPORATION
890 Hillview CT., STE. 130
Milpitas, CA 95035-4573

CD-COM SYSTEMS, INC.
5432 Bolsa Ave. Ste. A
Huntington Beach, CA 92649-1003

AGREEYA SOLUTIONS
110 Woodmere Road, Ste 100
Folsom, CA 95630

Automated Document Management
Solutions
125 Technology Dr., Ste. LL002
Canonsburg, PA 15317-9541

CHOICE TECHNICAL SERVICES
17517 Fabrica Way. Ste. K
Cerritos, CA 90703-7020

ALLING IMAGING LLC
2519 Fairway Park Drive, Suite 310
Houston, TX 77092

AXCELERATE NETWORKS
160 Saratoga Ave. Ste. 38B
Santa Clara, CA 95051-7334

CHOICE TECHNICAL SERVICES
17517 Fabrica Way., Ste. K
Cerritos, CA 90703-7020

BIDDERS LIST

CHOICE TECHNOLOGY INC
314 Splitrock Blvd, Ste 5
Brandon, SD 57005

Computer Sciences Corporation
2100 E. Grand AVE.
El Segundo, CA 90245-5024

DATA CORE SYSTEMS INC
1762 Technology Dr., Ste. 103
San Jose, CA 95110-1307

CLERICORP
6829 Lankershim Blvd.,
North Hollywood, CA 91605-6109

CONSOLIDATED REPROGRAPHICS
560 W. 1ST St.
Tustin, CA 92780-3053

DATA IMPACT
5432 Bolsa Ave., Ste A
Huntington Beach, CA 92649

COMCO, INC.
PO BOX 349, 2211 Grant St.,
Betterndorf, IA 52722-0006

COVESTIC, INC.
5555 Lakeview Drive, Suite 100
Kirkland, WA 98033-7444

Data Management Internationale
55 Lukens Dr.,
New Castle, DE 19720-2718

Community Clinics Healthnetwork
P.O. BOX 880969
San Diego, CA 92168-0969

Creative Business Concepts Inc
130 Vantis Ste 160
Alisa Viejo, CA 92656

DATA SCRIBE
PO BOX 15361
Rio Rancho, NM 87174-0361

COMPUBLUE, INC.
216 S. Jackson St.,
Glendale, CA 91205-1177

CROWLEY MICROGRAPHICS, INC.
5115 Pegasus Ct., Ste. E
Frederick, MD 21704-8320

DATA STRATEGIES
INTERNATIONALINC.
8562 Katy Fwy. Ste. 154
Houston, TX 77024-1868

COMPULINK MANAGEMENT
3545 Long Beach Blvd.
Long Beach, CA 90807-3941

CYBERNETICS
111 Cybernetics Way
Yorktown, VA 23693

DATAGRAPHIC COMPUTER SVC
6829 Lankershim Blvd.
North Hollywood, CA 91605-6109

COMPUTER DEDUCTIONS, INC.
1348 E. Wilshire Ave.
Santa Ana, CA 92705-4421

CYNREDE INC.
23152 Verdugo Dr., Ste. 108
Laguna Hills, CA 92653-1373

DELOITTE CONSULTING LLP
2868 Prospect Park Dr., Ste. 400
Rancho Cordova, CA 95670-6065

COMPUTER HORIZONS
CORPORATION
2222 Michelson Dr., # 273
Irvine, CA 92612-1332

D-M INFORMATION SYSTEMS, INC.
2744 Del Rio PL.
Davis, CA 95616-6569

DELTA COMMUNICATIONS GROUP
27126B Paseo Espada Ste 701
San Juan Capistrano, CA 92675

COMPUTER IMAGE SYSTEMS, INC.
675 West Maple Ave, P.O. BOX 1246
Merchantville, NJ 08109

DANCING TURBAN PRODUCTIONS
1385 Tropical Ave.
Pasadena, CA 91107-1622

Digital Archive Technology, LLC
3812 Archive Technology, Ste 250
Torrance, CA 90505

BIDDERS LIST

DIGITAL MAPPING, INC.
21062 Brookhurst St., Ste. 101
Huntington Beach, CA 92646-7404

EDS CORPORATION
PO BOX 60000, FILE #91180
San Francisco, CA 94160-1180

First Data Government Solutions
1380 Lead Hill Blvd., Suite 160
Roseville, CA 95661

DIGITAL MOUNTAIN
553 Pilgrim Drive, Ste C
Foster City, CA 94404

EKLYPSE II, LLC
1745 Shea Center Dr., Ste. 400
Highlands Ranch, CO 80129-1540

FISHNET SECURITY
1710 Walnut Stree
Kansas City, MO 64108

DIVERSIFIED INFORMATION
TECHNO
123 Wyoming Ave.
Scranton, PA 18503-2026

ELECTRONIC DATA SYSTEMS (EDS)
3706 Lime Ave.
Long Beach, CA 90807-4138

FLYINGBULL SOFTWARE
624 W. Lemon Ave.
Monrovia, CA 91016-5624

DOCUMENT IMAGING
TECHNOLOGIES
1327 Red Bluff Lane
Walnut, CA 91789

EMPRISE CONSULTING LLC
2915 Red Hill Ave., Ste. F202
Costa Mesa, CA 92626-5958

FULCRUM FINANCIAL INQUIRY LLP
1000 Wilshire Blvd, Ste 1650
Los Angeles, CA 90017

DOCUSURE
7580 Metropolitan Dr., Ste. 212
San Diego, CA 92108

ENGINEERING SYSTEMS
SOLUTIONS, INC.
5726 Industry Lane
Frederick, MD 21704-5190

GATEWAY SOLUTIONS INC
44295 Pawnee Terrace
Ashburn, VA 20147

DYNTEK
19700 Fairchild Ave
Irvine, CA 92612-2522

ENVIRONMENTAL ENGINEERING
715 N. Central Ave., Ste. 212
Glendale, CA 91203-4256

GBCGeneral Business Consultants
1822 S. New Hope Rd.
P.O. BOX 550281
Gastonia, NC 28054-6512

E-SCAN LLC
119 S. Atlantic Blvd., Ste. 216
Monterey Park, CA 91754-2775

EPI CONSULTING, INC.
322 Culver Blvd., Ste. 332
Playa Del Rey, CA 90293-7784

GENERAL BLUE CORPORATION
PO BOX 6733
Chico, CA 95927-6733

EASTEQ
92 Corporate Park, Ste C86
Irvine, CA 92606

EXPANETS OF ARIZONA
15941 N. 77th St.
Scottsdale, AZ 85260-1217

GENESIS SOFTWARE LLC
8033 Sunset Blvd. #432
Los Angeles, CA 90046

EDO-TSO
254 E. Avenue K4
Lancaster, CA 93535-4500

Facilities Management Services
3435 Wilshire Blvd. # 4
Los Angeles, CA 90010-1901

Geographic Resource Solutions
1125 16th St., Ste. 213
Arcata, CA 95521-5585

BIDDERS LIST

GEOMATRIX CONSULTANTS INC
510 Superior Ave., Ste 200
Newport Beach, CA, 92661-3627

INFORMATION BUILDERS, INC.
2 Penn Place
New York, NY 10121-0101

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

INFORMATION DESIGN
CONSULTANTS
309 East Hillcrest Blvd. #129
Inglewood, CA 90301

JAN J ARNOLDUS
2209 Alexdale Lane
Rowland Heights, CA 91748

HPS AMERICA INC.
1600 N. Collins Blvd., Ste. 1400
Richardson, TX 75080-3669

INFORMATION DESIGN
CONSULTANTS
9021 S. 3rd Ave
Inglewood, CA 90305-2805

KEANE
300 Oceangate, Ste. 800
Long Beach, CA 90802-6801

HUTTER LLC
150 S. Arthur Ave., Ste. 302
Pocatello, ID 83204-3249

INFORMATION INTEGRATORS, INC.
14515 Valley View Ave., Ste. A
Santa Fe Springs, CA 90670-5236

KIPLI IMPORTS MERCHANDISE
16167 Bear Valley Rd., Apt. 8
Hesperia, CA 92345-1747

IMAGE QUEST PLUS, LLC
275 S. Lake Ave.,
Pasadena, CA 91101

Information Management Resources
940 S. Coast Dr., Ste. 260
Costa Mesa, CA 92626-7719

KNOWLEDGELAKE, INC.
3 City Place Dr., Ste 700
Saint Louis, MO, 63141

IMAGE-X ENTERPRISES
30 S. La Patera Lane, Ste. 8
Goleta, CA 93117-3253

Intech Software Solutions, Inc
5655 Peachtree Parkway, Ste 200
Norcorss, GA 30092

KNOWLEDGELAKE, INC.
3 City Place Dr., Ste 700
Saint Louis, MO, 63141

IMAGENET LLC
6411 S 216th St
Kent, WA 98032

Integrated Warehousingsolutions, LLC
3075 Highland Pkwy
Dowers Grove, IL 60515-1288

KPMG CONSULTING, INC.
355 S. Grand Ave., Ste. 2000
Los Angeles, CA 90071-1568

IMAGESOURCE INC
612 Fifth Ave SW
Olympia, WA, 98501

INTEGRIS INC.
300 Concord Rd.,
Billerica, MA 01821-3476

KSB CONSULTING INC
10505 Valley Blvd., Ste. 615
El Monte, CA 91731-2431

IMPRESSION TECHNOLOGY
1655 N. Main St., Ste. 370
Walnut Creek, CA 94596-4684

INTERBASE CORPORATION
520 E. Weddell Dr.
Sunnyvale, CA 94089

LANTECH PC SYSTEMS
4288 Lincoln Blvd.
Marina Del Rey, CA 90292-5655

BIDDERS LIST

Lason Information Management Co.
721 N. EUCLID ST., , ANAHEIM, CA,
92801-4116

Maximum Technology Solutions
20941 Devonshire St., Ste. 204
Chatsworth, CA 91311-8281

NETRESULT LLC
10051 Trask Ave.
Garden Grove, CA 92843-3129

LAYTON GRAPHICS, INC.
155 Woolco Dr.
Marietta, GA 30062-4062

Mckesson Information Solutions
5995 Windward Pkwy
Alpharetta, GA 30005-4184

Network Innovation Associates
4720 W Jennifer Ave Ste 101
Fresno, CA 93722

LEADING EDGE SOLUTIONS, LLC
2981 Saint Gregory RD
Glendale, CA 91206-1917

Medical Information Technology Services
560 Bibler CT
Chula Vista, CA 91911-6703

Northrop Grumman Space Tech
12011 Sunset Hills Rd., VAR1/8D36,
Reston, VA, 20190-3262

LexisNexis Risk & Information Analytics
Group INC Accurint
6601 Park Of Commerce Blvd.
Boca Raton, FL 33487

Microadvantage, Inc.
16692 Hale Ave., Ste B
Irvine, CA, 92606-5031

Northwest Pacific Corp
1511 E. 5te St.
Long Beach, CA, 90802-1811

MABOAT SYSTEMS LLC
17035 Yukon Ave. Apt. 203
Torrance, CA 90504-2302

MICROWARE INC.
101 E. 9th Ave., Ste. 9B
Anchorage, AK, 99501-3651

OBJECTSOFT GROUP INC.
646 Main St., Ste. 5
Port Jefferson, NY 11777-2230

MACRONET SERVICES
11563 Paramount Blvd
Downey, CA 90241

MIT SYSTEMS, INC.
624 Dorothy LN
Fullerton, CA 92831-2704

OC DOCUMENT IMAGING INC
12459 Lewis Street, Ste# 203
Garden Grove, CA 92840

MADWOLF TECHNOLOGIES
1707 H Street, NW, Ste 850
Washington, DC, 20006

MOBILE OFFICE ASSISTANTS
920 W. 17th St., Ste. A
Santa Ana, CA 92706-3576

OC DOCUMENT IMAGING INC
12459 Lewis Street, Ste # 203
Garden Grove, CA 92840

MANAGED STORAGE, INTL., INC.
10075 Westmoor Dr.
Westminster, CO 80021-2569

Moran & Associates Computers
PO BOX 13271
Torrance, CA 90503

ONUMA, INC.
77 N Mentor Avenue, Ste 201
Pasadena, CA 91106-1740

Management Software Solutions, LLC
4111 Ocean View Blvd.,
Montrose, CA, 91020-1518

NETRESELL INCORPORATED
3875 Wilshire Blvd., Ste. 709
Los Angeles, CA 90010-3213

OUTLOOK ASSOCIATES INC
10700 E 17th St. Ste 207
Tustin, CA 92780

BIDDERS LIST

PFA INC.
9980 Glenoaks Blvd. Ste. F
Sun Valley, CA 91352-1077

QUALIS HEALTH
10700 Meridian Ave. Ste 100
Seattle, WA 98133-0400

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

QWEST COMMUNICATIONS
19000 MaCarthur Blvd., Ste. 300
Irvine, CA 92612-1459

S R SAUNDERS CONSULTING
19850 E Arrow Hwy F7
Covina, CA 91724

PKS SYSTEMS INTEGRATION LLC
2005 E. Technology Circle
Tempe, AZ 85284-1817

R. B. ZACK & ASSOCIATES, INC.
29000 S. Western Ave., Ste. 401
Rancho Palos Verdes, CA 90275-0815

SEEBEYOND
1047 Turnstone Rd.
Carlsbad, CA 92009-1219

PRACTICAL DATA PROCESSING, INC
11515 Artesia Blvd.
Artesia, CA 90701-3852

R.L. KLEIN & ASSOCIATES
3939 Atlantic Ave., Ste. 100
Long Beach, CA 90807-3529

SHAMU ENTERPRISES INC.
1715 W. 259th St, Ste # 6
Lomita, CA 90717-3355

PREMIER STAFFING SOURCE, INC.
4640 Forbes Blvd., Ste 200A
Lanham, MD 20706

RANDOM TECH CORP
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Los Angeles, CA 90034-3305

SOFTFILE
1600 Tribute Rd.
Sacramento, CA 95815-4400

PRINTING BY BELL
7630 Alabama Ave., Ste. 4
Canoga Park, CA 91304-6690

RAY MORGAN COMPANY
3131 Esplanade
Chico, CA, 95973

SOFTMASTER
2512 Chambers Rd., Ste. 207
Tustin, CA 92780-6958

PRIZM TECHNOLOGIES
222 S. Church St., Ste. 500
Charlotte, NC, 28202-3232

Raycom Data Technologies, Inc
1320 E. Imperial Ave.
El Segundo, CA 90245-2622

SOLUTIONS LEVERAGING, INC.
319 Sheffield Place Place, Ste. A
Franklin, TN 37067-4432

PRODUCT ID CONSULTING, INC
727 Ashland Ave. #12
Santa Monica, CA 90405

Recall Secure Destruction Services Inc
2675 Pomona Blvd.
Pomona, CA 91768-3221

SOURCECORP BPS, INC.
20500 Belshaw Ave.
Carson, CA 90746-3506

PROSELLER, INC.
4924 Balboa Blvd. # 397
Encio, CA 91316-3402

Rhythm of Grace, Inc
Angeles Marketing Group
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SPACEAGE INFOTECH, INC.
8902 Regal Ave.
Anaheim, CA 92804-6227

BIDDERS LIST

SPHERION TECHNOLOGY
10 Universal City Plaza, Ste 1740
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TAB SERVICE COMPANY
310 S Racine Ave
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TECHWORLD SERVICES, LLC
23211 Hawthorne Blvd. #300
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SPHINX GROUP
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Tech Edu Consulting & Research
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Irvine, CA 92623

THE CALIFORNIA DOCUMENT
COMPANDBA CALDOCS
17922 Sky Park Cir., Ste JK
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SQL STAR INTERNATIONAL, INC.
1265 El Camino Real, Ste. 206
Santa Clara, CA 95050-4257

TECHFLOW
12220 El Camino Real, Ste. 300
San Diego, CA 92130-2091

THE COMPUTER FACTORY
6038 San Fernando Rd.
Glendale, CA 91202-2721

STI KNOWLEDGE, INC.
400 Perimeter Center Terrace, Ste 249
Atlanta, GA 30346

TECHLINK SYSTEMS INC.
8383 Wilshire Blvd, Ste 745
Beverly Hills, CA 90211

THE VELARIUM GROUP, LLC
155 W. Washington Blvd., Ste 825
Los Angeles, CA 90015

SWMG PRODUCTION INCNFOCUS
SOFTWARENFOCUS SOFTWARE,
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TECHNA INTERNATIONAL
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9347 River Oaks Lane
Orangevale, CA 95662-4952

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10940 Wilshire Blvd., Ste 600
Los Angeles, CA 90024

SYMCON, INC
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Detroit, MI 48202

TECHNOLOGISTICS CORPORATION
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TIER TECHNOLOGIES
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Walnut, CA 95496

Synergy Solutions Increporting House
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Durham, NC, 27713

Technology Marketing Corporation
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Livonia, MI 48150-5000

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Las Vegas, NV 89129

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Brentwood, TN 37027-4509

U.S. DATA SOURCE, LLC
7339 Goldboro Lane
Riverside, CA 92506-6168

BIDDERS LIST

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23172 PLAZA POINTE DR., STE. 240, ,
LAGUNA HILLS, CA, 92653-1477

VIVA USA INC.
3601 Algonquin RD., Ste. 425
Rolling Meadows, IL 60008-3182

Wunderlich-Malec Technologies
1525 N. Hayden RD., Ste. F1
Scottsdale, AZ 85257-3771

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

WAVE IMAGING CORPORATION
8805 Research Drive, Ste. 100
Irvine, CA 92618

XIOTECH CORPORATION
7315 Ariel Ave
Reseda, CA 91335-2640

VCG GROUP LLC (DBA CG GROUP)
25A CRESCENT DR., STE. 249, ,
PLEASANT HILL, CA, 94523-5501

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28042 Avenue Stanford
Valencia, CA 91355-1157

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Los Angeles, CA 90018-0644

VENDOR DIRECT SOLUTIONS
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6520 E. Rosebay St
Long Beach, CA 90808-4057

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PO BOX 817
Kailua Kona, HI 96745-0817

VENTECH SOLUTIONS, INC
569 Fisher Circle
Folsom, CA 95630-9540

WESTERNDATA.NET
6711 Studio Place
Riverside, CA 92509

ZTA & ASSOC., INC.
2036 Cullivan ST.
Los Angeles, CA 90047-4635

Venturi Technology Partnersbest
Consulting
6655 W. Sahara Ave., Ste. A206
Las Vegas, NV 89146-2812

WESTON SOLUTIONS, INC.
14724 Ventura Blvd., Ste. 1000
Sherman Oaks, CA 91403-3510

David Doty
Business Development
FNTI (a Fidelity National Financial Co.)
8692 Jody Circle South
Cottage Grove, MN 55016

VERIO
707 Wilshire Blvd., Ste. 4810
Los Angeles, CA 90017-3610

Winstar Professional Services
700 N. Brand Blvd., Ste. 440
Glendale, CA 91203-4267

VIATRON SYSTEMS INC.
18233 Hoover Street
Gardena, CA 90248

WRIGHT LINE LLC
160 Gold Star Blvd.,
Worcester, MA 01606

VIRTUAL IMAGE TECHNOLOGY, INC.
PO Box 609
Fort Mill, SC 29716

WRQ REFLECTIONS
20398 Via Trinidad
Yorba Linda, CA 92886-3041

ATTACHMENT II



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PFA, INC

FOR

CONVERTING DIGITAL IMAGES TO MICROFILM

77269

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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
PFA, INC
FOR
CONVERTING DIGITAL IMAGES TO MICROFILM**

This Agreement ("Agreement") and Exhibits made and entered into this 20TH day of APRIL, 2010 by and between the County of Los Angeles ("County") and , PFA, Inc., ("Contractor"), a corporation, located at 9980 Glenoaks Boulevard, Suite F, Sun Valley, CA 91352. County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the County's Department of Registrar-Recorder/County Clerk ("RR/CC") requires services to convert digital images to microfilm; and

WHEREAS, the RR/CC is charged with the responsibility to maintain and preserve real property legal documents, vital records and map recordings; and

WHEREAS, the Contractor is duly qualified to engage in the business of converting digital images to microfilm; and

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

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

1.1 Agreement

This base document, together with Exhibits A through R and appendices attached and/or thereto, and all Amendments collectively constitute and are collectively referred to herein as this "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.

1.2 Interpretation

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, good, service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Performance Requirement Summary
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G1 - Contractor Acknowledgment 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 – Invoice Discrepancy Report
- 1.12 EXHIBIT L – Non-Employee Injury Report
- 1.13 EXHIBIT M – County's RFP (Incorporated by reference)
- 1.14 EXHIBIT N – Contractor's Proposal (Incorporated by reference)
- 1.15 EXHIBIT O – Required Forms
- 1.16 EXHIBIT P – Contract Discrepancy Report
- 1.17 EXHIBIT Q – User Registration for Access to Retrieve Registrar-Recorder/County Clerk Images
- 1.18 EXHIBIT R – Defaulted Property Tax Reduction Program

1.3 Construction

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 “Agreement” as used herein shall have the same meaning as set forth in Paragraph 1.1 (Agreement).
- 2.2 “Board” as used herein means the Los Angeles County Board of Supervisors.
- 2.3 “CEO” as used herein shall mean the Chief Executive Office.
- 2.4 “Contract Discrepancy Report”, as used herein Exhibit P attached to this Agreement. A written report that is issued when Contractor does not meet Agreement standards.
- 2.5 “Contractor” as used herein shall mean the sole proprietor, partnership, or corporation that has entered into an agreement with the County to perform or execute the Work covered by the Statement of Work.
- 2.6 “Contractor Project Manager” as used herein shall have the same meaning as set forth in Paragraph 7.2 (Contractor’s Project Manager).
- 2.7 “County” as used herein shall mean Los Angeles County.
- 2.8 “County’s Project Director” as used herein shall have the same meaning as set forth in Paragraph 6.1 (County’s Project Director).
- 2.9 “County’s Contract Project Monitor” as used herein shall have the same meaning as set forth in Paragraph 6.3 (County’s Contract Project Monitor).
- 2.10 “County’s RFP” as used herein shall mean the Request for Proposal for Converting Digital Images to Microfilm, issued by County as of October 8, 2009, together with all exhibits, appendices, attachments and/or schedules thereto. County’s RFP is incorporated into this Agreement by reference as Exhibit M (County’s RFP).

- 2.11 “County’s Project Manager” as used herein shall have the same meaning as set forth in Paragraph 6.2 (County’s Project Manager).
- 2.12 “Day” or “Day(s)” whether capitalized or not, shall mean Calendar day(s) unless otherwise specified.
- 2.13 “Department” or “RR/CC” as used herein shall have the same meaning as set forth in the Recitals.
- 2.14 “Digital Image” as used herein shall mean a scanned or computer generated image.
- 2.15 “Employee” as used herein means an individual who works for an employer, is listed on the employer’s payroll records, and is under the employer’s control.
- 2.16 “Employer” as used herein is a person who employs an individual for wages or salary, lists the individual on the person’s payroll records, and withholds legally required deductions and contributions.
- 2.17 “Extension Month” as used herein shall have the meaning set forth in Paragraph 4.2.
- 2.18 “Extension Year” as used herein shall have the meaning set forth in Paragraph 4.2.
- 2.19 “Federal” as used herein shall mean the United States Federal government.
- 2.20 “Fiscal Year” as used herein shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 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 set forth in the Statement of Work of this Agreement.
- 2.23 “Legal Documents” as used herein shall mean any document or instrument containing legal enforceable acts, contractual duties, obligation, or rights established by law used to prove a fact.
- 2.24 “Map Recordings” as used herein shall mean a scanned or computer generated maps (e.g., track, partial, record of survey, etc.).
- 2.25 “Party” or “Parties” as used herein, shall have the meaning as set forth in the Recitals.

- 2.26 Performance Requirement Summary, as used herein Exhibit C attached to this Agreement. Document furnished by County, which identifies key performance indicators of the Agreement that will be evaluated by the County to ensure that the Contractor meets Agreement performance standards.
- 2.27 “Real Property Legal Records” as used herein shall mean real estate and legal documents recorded and maintained by the RR/CC.
- 2.28 “Registrar-Recorder/County Clerk” as used herein shall mean the director of the Department of the Registrar-Recorder/County Clerk.
- 2.29 “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.
- 2.30 “State” as used herein shall mean the State of California.
- 2.31 “Statement of Work” or “SOW” 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.
- 2.32 “Subcontractor” or “Subcontractors” 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).
- 2.33 “Term” as used herein shall have the same meaning as set forth in Paragraph 4.0 (Term of Agreement).
- 2.34 “TIFF” as used herein shall mean the tagged image file format of a digital image.
- 2.35 “Vital Records” as used herein shall mean birth, death, and marriage records.
- 2.36 “Work” as used herein means any and all tasks, deliverable, goods, and other services performed by Contractor in order to deliver to County the work required pursuant to this Agreement, including the Statement of Work and all the Exhibits and any amendments hereto and thereto.

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 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 term of this Agreement shall be effective May 30, 2010 or upon approval by County's Board of Supervisors, which ever is later, and run consecutively for two (2) years ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County shall have the sole option to extend this Agreement term for up to five (5) additional one-year periods ("Extension Period") and six (6) month to month extensions, for a maximum total Agreement term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Registrar-Recorder/County Clerk or his/her designee as authorized by the Board of Supervisors. The Initial Term and any Extension Period, if exercised, collectively shall constitute the "Term" of the Agreement.
- 4.3 The Contractor shall notify RR/CC when this Agreement 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 Contract Sum for the Term of the Agreement, including Extension Periods, if exercised, is Four Million dollars (\$4,000,000).
- 5.2 For subsequent years, funding to Convert Digital Images to Microfilm will be determined annually based on the availability of the Recorder Modernization Fund.
- 5.3 Contractor's fees, as set forth in Exhibit B (Pricing Schedule) shall remain a firm fixed price for the initial term and the first (1) extension year of the Agreement. Contractor may request an increase per TIFF image six months prior to the second (2) extension year, pursuant to Paragraph 5.8. If Registrar-Recorder/County Clerk, or his/her designee, at his/her sole discretion, increase the Contract Sum pursuant to Section 8.1.1 of this Agreement the maximum

Contract sum shall not exceed Four Million, Three Hundred Thousand dollars (\$4,400,000).

- 5.4 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.
- 5.5 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 Agreement. 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).
- 5.6 **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 Agreement. 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 Agreement 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 Agreement.

5.7 Invoices and Payments

- 5.7.1 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 Agreement. 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.
- 5.7.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.7.3 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 TIFF images per download for real property, legal documents, maps, and vital records (e.g., death, birth, and marriage), number of rolls for real property, legal documents, maps, and vital records, date images were downloaded, unit price and any other description which would assist in identifying the Work for which payment is claimed.

- 5.7.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.7.5 All invoices under this Agreement shall be submitted in one (1) original and one (1) copy to the following address:

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

5.7.6 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.

5.7.7 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.

5.7.8 Invoice Discrepancy Report

County's Project Director or designee shall review all invoices for any discrepancies and issues a "Invoice Discrepancy Report" ("IDR"), a sample of which is attached hereto as Exhibit K and incorporated herein by this reference, to 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. Notwithstanding 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.

5.8 Cost of Living Adjustments (COLA)

The Pricing Schedule (Exhibit B) may be adjusted for the second (2) extension year based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Agreement) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following paragraphs is set 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 Agreement 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 Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

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

7.0 ADMINISTRATION OF AGREEMENT - 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 changes 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 Agreement shall coordinate with County's Project Manager and County's 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 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 at 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 Agreement 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 All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. RR/CC shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

- 7.5.2 RR/CC may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. RR/CC will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Paragraph 7.5, shall not relieve the 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 Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

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 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 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 Contract Sum.
- 8.1.2 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.
- 8.1.3 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 Agreements, 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 the 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 Written responses shall be sent to the County's Project Manager within three (3) business days of completing the investigation.

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 Agreement 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 Agreements 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 Agreement 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 Agreement 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future

County agreements 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 Agreement or any competing Agreement, 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 Agreement. 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 Agreement. 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 Agreement.

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 Agreement 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 Agreement.

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 Agreement, 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 agreement. 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 agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements 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 agreement 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 agreement 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 RR/CC 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 RR/CC 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 Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the Term of this Agreement 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 Agreement 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 Agreement 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 Agreement or impose other penalties as specified in this Agreement.

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 Agreement 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 Agreement.

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 (Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, 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 Agreement, 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 subparagraph 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (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 Agreement.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions For All Insurance Coverage) and 8.25 (Insurance Coverage) of this Agreement. 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 Agreement. 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 Agreement.

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 Agreement.
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 Agreement 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 Agreement. 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 Subcontractors which arises from or relates to this Agreement, 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 Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. 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 Agreement, 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 Agreement. 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 Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor 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 claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement 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 Agreement, 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 Agreement 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) Withhold from the Contractor's payment the applicable portions of the unsatisfactory microfilm 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 C, 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 Agreement.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement 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 Agreement 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 Agreement 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 his/her 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 (Safely Surrendered Baby Law) 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 Exhibits E (County's Administration) and 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 (1) 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 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 Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTIES

Contractor bears the full risk and loss due to total or partial destruction of all or any part of the microfilm, until such items are delivered to and approved and accepted by County.

8.52 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.52.1 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.

8.52.2 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.

8.52.3 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.

8.52.4 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 Agreement amount and what the County's costs would have been if the Agreement 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 Agreement; 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.

8.53 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

8.53.1 This Agreement 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.

- 8.53.2 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.
- 8.53.3 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.
- 8.53.4 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 Agreement to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement 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 Agreement; 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.

8.54 CONTRACTOR'S 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 contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.55 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 8.54 "CONTRACTOR'S 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 ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, 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 Chairperson of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

By *[Signature]*
Chairperson, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



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 *[Signature]*
Deputy

By *[Signature]*
Deputy

CONTRACTOR: (PFA, Inc.)

By *[Signature]*
Signature

James Harper
Print Name

Vice President
Print Title

Tax ID # 95-2587603

APPROVED AS TO FORM:

ANDREA S. ORDIN
County Counsel

By *[Signature]*
Patrice Salseda
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#28 APR 20 2010

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

Exhibit A

**STATEMENT OF WORK
FOR
CONVERTING
DIGITAL IMAGES TO MICROFILM**

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FOR CONVERTING DIGITAL IMAGES TO MICROFILM

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1.0 SCOPE OF SERVICE

The RR/CC is responsible for maintaining and preserving official records (e.g., real property, legal documents, maps, birth, death, and marriage certificates) for the County of Los Angeles pursuant to Section 27322.2 of the Government Code. All reproductions must be made in compliance with regulations adopted by the California Secretary of State, under Government Code Section 12168.7. The RR/CC is required to keep a true copy of the documents for archival purposes in a safe and separate place that will reasonably assure its preservation indefinitely. This Statement of Work (SOW) for Converting Digital Images to Microfilm provides the specifications and requirements for said services.

Contractor shall create archival quality microfilm from digital images created by the Los Angeles County Registrar-Recorder/County Clerk (RR/CC), which meet the most current standards set forth in the American National Standards Institute (ANSI), Association for Information and Images Management (AIIM), Association of Records Managers and Administrators (ARMA), National Information Standards Organization (NISO) and Property Records and Property Records Industry Association (PRIA)."

Contractor shall have the capability to convert one (1) full day of recording ranging from sixteen thousand (16,000) to sixty thousand (60,000) images within five (5) business days.

The film created must have a life expectancy rating of 500 (LE-500) when processed and stored in accordance with applicable ANSI Standards.

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

2.0 COUNTY RESPONSIBILITIES

2.1 County shall provide images in a tagged image file format ("TIFF") Group IV multipage format through a secure internet connection. The package of images will also contain:

- 2.1.1 Document TIFF by file transfer
- 2.1.2 File of images by recording date, document number range and recording date (TIFF naming convention equals the document #)
- 2.1.3 File of unused document numbers;
- 2.1.4 List of identifying maps.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 GENERAL MANAGEMENT

3.1.1 Contractor shall provide all labor, supplies, and equipment to perform all work in accordance with this SOW.

3.1.2 Contractor shall create archival quality microfilm from digital images created by the RR/CC.

- Document TIFF identified in 2.1.1 shall be delivered on 16mm film.
- Maps identified in 2.1.4 will be delivered on 35mm film.

3.1.3 Contractor shall connect to RR/CC's file repository, to retrieve images to create the microfilm files and return the completed microfilm to:

Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 4209
Norwalk, CA 90650
(562) 462-2741

3.1.4 Contractor shall return the completed microfilm within five (5) business days from the date images were downloaded. Maps shall be returned upon completion of a 100 foot roll.

3.1.5 Contractor shall hold the images until the completed microfilm is evaluated, verified, and accepted by County. Upon acceptance of the completed microfilm, County shall notify vendor within five (5) Days.

3.1.6 Contractor shall promptly delete stored images upon notification of microfilm acceptance by County.

3.1.7 Contractor shall replace all completed microfilm that does not meet County specifications for acceptable quality at no additional cost to County.

3.1.8 Contractor shall provide Contractor's Project Manager and back up Project Manager's cell phone number as well as email for urgent requests. Contractor shall respond to urgent request within twenty-four (24) hours from requests between 7:00 a.m. and 3:30 p.m., Monday through Friday, except County legal holidays, and as requested by the County Project Manager(s).

3.1.9 Contractor shall maintain records indicating the dates of each of the following: when images were downloaded; when, microfilm services were completed; when microfilm was delivered to RR/CC, and when confirmation images were deleted from contractor's system.

3.1.10 Contractor shall download images using an agreed upon Secure File Transfer Protocol (SFTP).

3.1.11 Contractor shall deliver completed microfilm in a sealed container approved by County Project Manager ensuring the preservation and

quality of the product, which is in compliance with ANSI and AIIM standards.

- 3.1.12 Contractor shall furnish and require employee/agent to wear a badge identifying employee/agent by name and company. Such badge shall be displayed on employees/agents person at all times he/she is within the confines of County facilities.
- 3.1.13 Contractor shall return to the County Project Manager(s), all County property in Contractor's possession upon expiration of the Agreement.
- 3.1.14 Contractor shall provide the County Project Manager(s) with a current list of employees/management working on this Agreement and keep this list updated during the Agreement period. The list shall be forwarded to address below:

Real Property Legal Documents and Map Recordings **Vital Records**

Willie Wilson
Registrar-Recorder/County Clerk
12400 Imperial Hwy, Rm 5001
Norwalk, CA 90650
(562) 462-2889

Portia Sanders
Registrar-Recorder/County Clerk
12400 Imperial Hwy, Rm 5001A
Norwalk, CA 90650
(562) 462-2983

- 3.1.15 Contractor shall immediately report to the County Project Manager(s) any accidents and/or lost or stolen items.
- 3.1.16 Contractor shall ensure that personnel performing services to convert digital images to microfilm are properly trained and adhere to safety requirements ensuring compliance with Occupational Safety and Health Administration (OSHA) and California Occupational Safety and Health Administration (Cal/OSHA) requirements, when applicable.
- 3.1.17 Contractor shall have the capability to meet the minimum standards set by ANSI and AIIM for the conversion of legal recorded documents, maps, and vital records to microfilm.
- 3.1.18 Contractor shall notify County Project Manager of any changes to the work process as stated in the SOW prior to any implementation.
- 3.1.19 Contractor shall deliver duplicate negatives in a sealed container approved by County Project Manager ensuring the preservation and quality of the product and is in compliance with ANSI and AIIM standards.

- 3.1.20 Although equation and measurements are stated in the specifications, Contractor shall adhere to the standard requirements set forth in the ANSI and AIIM standards.

3.2 SECURITY AND CONTROL PROCEDURES

- 3.2.1 Contractor shall develop Security and Control Procedures and shall submit a copy of such procedures for County review and acceptance upon contract award. Contractor's procedure shall identify methods used by Contractor to ensure that County images are safeguarded at all times from unauthorized use and ensure that all information is safeguarded from improper disclosure in accordance with all applicable Federal, State, and local laws, rules and regulations and shall inform all of its officers, employees, and agents of Paragraph 7.7 (Confidentiality) in the body of the Agreement.. Contractor shall notify the County Project Manager(s) and Recorder Division Managers listed in Paragraph 3.1.14 above of any changes to the Security and Control Procedures within ten (10) days of making any changes.
- 3.2.2 Contractor shall have each employee assigned access to the repository, to complete and sign a User Registration for Access to the Registrar-Recorder/County Clerk Data Form, which is incorporated as part of this Agreement (Exhibit Q). The user registration form shall also be used by Contractor for any changes or deletions to Contractor employee access. Contractor shall submit a user registration form to RR/CC's Project Manager prior to any employee retrieving and/or handling image retrieval from the Los Angeles County Registrar-Recorder/County Clerks Systems. For any deletion of a Contractor employee's access, Contractor shall notify County's Project Manager no later than five (5) business days after any deletions. User registration forms, once signed by the authorizing Contractor Project Manager, shall be addressed to RR/CC's contact as set forth in Paragraph 3.1.14 of this SOW.
- 3.2.3 Contractor shall maintain the confidentiality of all information obtained from RR/CC file repository in accordance with all applicable Federal, State and local laws, rules and regulations.
- 3.2.4 Contractor will provide the County Project Manager(s) with a list identifying the contents of any microfilm that is lost, stolen or damaged while being transported by Contractor to RR/CC Headquarters. Contractor shall replace any microfilm that is lost, stolen, or damaged at no additional cost to County.
- 3.2.5 Contractor or its employees/agents are prohibited from copying, creating, or duplicating any record or any part of County records in its possession without written authorization from the RR/CC. Notwithstanding the above, Contractor shall not provide any third party

or parties, any information unless specifically authorized in writing by the RR/CC.

- 3.2.6 Contractor shall not copy or modify any computer software associated with the services provided under this Agreement.
- 3.2.7 RR/CC retains the right to audit Contractor compliance with the terms and conditions of the Agreement. In the event that an audit is conducted by RR/CC or any State or Federal auditor in connection to this Agreement, Contractor shall be solely liable for its respective audit findings, corrective action, and sanctions, if any.

3.3 CONTRACTOR'S PROJECT MANAGER

- 3.3.1 Contractor's Project Manager shall be available to the County Project Manager(s) by telephone or email during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. (P.T.) Contractor's Project Manager shall be available for periodic on-site consulting as needed by County Project Manager(s). Meetings will be held to discuss and resolve problems and/or discuss ideas for improving the conversion of digital images to microfilm services. Contractor shall appoint a Backup Project Manager.
- 3.3.2 Contractor's Project Manager and, in event of his/her absence, the Backup Project Manager shall be available via landline, cell phone or email between the hours of 8:00 a.m. and 5:00 p.m. (P.T.), Monday through Friday, excluding County legal holidays.
 - A. Contractor's Project Manager or backup shall identify methods for preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
 - B. Contractor's Project Manager or backup shall identify methods for insuring uninterrupted service to County.
- 3.3.3 Contractor's Project Manager or backup shall call the County Project Manager(s) when a delay of any type is anticipated.
- 3.3.4 Contractor's Project Manager or backup shall work with the County Project Manager(s) to resolve any deficiencies before a problem occurs.
- 3.3.5 Contractor's Project Manager or backup shall promptly respond to all calls and/or reports regarding Contractor's performance.
- 3.3.6 Contractor's Project Manager or backup shall have full authority to act for Contractor on all Agreement matters relating to the daily operation of the Agreement. Contractor's Project Manager or backup shall be able to effectively communicate in English both orally and in writing.

3.4 CONTRACTOR'S EMPLOYEES

- 3.4.1 Contractor's employee/agent 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 regulation's of the facility.
- 3.4.2 Contractor's employee/agent shall enter and exit RR/CC Headquarters through the public entrance.
- 3.4.3 Contractor's employee/agent shall at all times wear a valid picture identification tag on their person and present it to County authority when entering RR/CC Headquarters for any reason.
- 3.4.4 Contractor's employee/agent shall include with all deliveries of completed microfilm(s), a signed package slip/transmittal, which specifies and verifies the package contents. All package slips must include: the range of documents on each reel, the number of images on each reel, and the total number of rolls shipped.

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 digital images to microfilm, as may now be in effect or 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 Requirement Summary (PRS), which is incorporated in the Agreement as Exhibit C, is a synopsis of the requirements, standards of performance, and the remedies to be applied for unsatisfactory performance. The County Project Manager(s) will use this chart as a quick reference to assure Contractor meets Agreement performance standards.

4.2 SPECIFIC REQUIREMENTS

- 4.2.1 Real Property Legal Documents/Maps and Vital Records service requirements are as follows:
 - 4.2.1.1 **Real Property and Vital Records:** Contractor shall provide silver 16mm roll film for images, 2.5 mil that conforms to ANSI

and AIIM standards. In the event, ANSI and AIIM standards change, Contractor shall conform to the current standards. The film rolls shall be up to 215 in feet length. Each roll of film shall contain a photographic image of resolution card or chart.

4.2.1.2 **Maps:** Contractor shall provide silver 35mm roll film, 5 mil that conforms to ANSI and AIIM standards. In the event, ANSI and AIIM standards change, Contractor shall conform to the current standards. The film rolls shall be up to 100 feet in length. Each roll of film shall contain a photographic image of resolution card or chart.

4.2.1.3 Contractor must provide a Quality Control Test Target on each roll of microfilm.

4.2.1.4 Contractor must deliver completed microfilm within five (5) business days from download of digital images.

4.2.1.5 Contractor shall create and provide County with a duplicate copy of either Vital or Real Property Legal Documents/Map Records microfilm, upon request.

4.2.2 Listed below are specific Vital Records service requirements that Contractor shall provide to County.

4.2.2.1 Contractor shall have the capability to convert a minimum of one (1) year, 300,000 Vital Records TIFF images within five (5) business days.

4.3 SPECIFICATIONS

Contractor shall convert the digital images to microfilm in accordance with the most current standards set forth by ANSI and AIIM to the specifications listed below:

4.3.1 REAL PROPERTY LEGAL DOCUMENTS AND MAP RECORDINGS:

4.3.1.1 Microfilm

A. Real Property Legal Documents Images

- 215 Ft Roll
- 16 mm Film

B. Maps

- 100 Ft Roll
- 35 mm Film

4.3.1.2 Film Stock – Real Property Legal Documents/Maps

- 2.5 mil for **Real Property**

- 5 mil for **Maps**
 - Silver base
 - Polyester
 - Type negative
- 4.3.1.3 Film Density – Real Property Legal Documents/Maps
- Negative
 - $(0.90 - D.M.) - (1.20 + D.M.)$
- 4.3.1.4 Film Life Expectancy (archival quality) – Real Property Legal Documents/Maps
- LE-500 rating
- 4.3.1.5 Reduction Ratio
- A. Real Property Legal Documents
- 32:1
- B. Maps
- 20:1 – (18 x 24)
 - 24:1 – (24 x 36)
- 4.3.1.6 Real Property Legal Documents
- Comic mode (Across Film)
 - Approx. 5400 images per roll minimum
- 4.3.1.7 Maps
- Comic mode (Across Film)
 - Approx. 500 images per roll minimum
- 4.3.1.8 Image Quality – Real Property Legal Documents/Maps
- Resolution
 - Image sharpness
 - Clarity of characters
 - Image complete, no portion of image omitted
- 4.3.1.9 Border
- None
- 4.3.1.10 Image Mark – Real Property Legal Documents/Maps
- Apply a medium blip (1st Page) of each document
- 4.3.1.11 Film Identification – Real Property Legal Documents/Maps
- Identify the following on each roll of microfilm:
- 1ST Page - Start
 - 2ND Page – Registrar- Recorder
 - County Clerk
 - Official Records

- Recording Date (MM/DD/YY)
- Roll Number
- Description of first image on film. Identify type of film/document being run i.e. maps, records, vitals, etc.
- Beginning – ending document number example: (0001258 – 0001350)

Last Page – End

4.3.1.12 Reel - Real Property Legal Documents

- Reel Size – White solid flange one way with trailer lock
- Approx. 5400 images per 215 Ft roll minimum
- Clear Header
 - 3 Feet beginning
 - 3 Feet ending
- Reel must begin with a complete document
- Reel must end with a complete document
- No beginning or ending in middle of a document

4.3.1.13 Reel - Maps

- Reel Size – White solid flange one way with trailer lock
- Approx. 500 images per 100 Ft roll minimum
- Clear Header
 - 3 Feet beginning
 - 3 Feet ending
- Reel must begin with a complete map
- Reel must end with a complete map
- No beginning or ending in middle of a map

4.3.1.14 Film Packaging – Real Property Legal Documents/Maps

- Contractor shall deliver completed microfilm in container that ensures the preservation of the quality of the product and complies with the standards set forth by ANSI and AIIM.
- All microfilm roll containers shall contain the following information:
 - Registrar-Recorder/County Clerk
 - Identify the first and last document on the roll of film
 - Roll Number
 - Recording Date
 - Name and address of entity producing the roll of film
 - Identify each film box with the beginning and ending document number
- Microfilm rolls that do not contain the required information on the label shall be returned to the Contractor for re-labeling.

4.3.2 VITAL RECORDS (Birth, Death, Marriage, Affidavits and Delayed Certificates):

- 4.3.2.1 Film Microfilm
 - 16mm Film
 - 215 Ft Roll
- 4.3.2.2 Film Stock Vital Records
 - 2.5 mil
 - Silver base
 - Polyester
 - Type negative
- 4.3.2.3 Film Density
 - Negative
 - $(0.90 - D.M.) - (1.20 + D.M.)$
- 4.3.2.4 Film Life Expectancy (archival quality)
 - LE-500 rating
- 4.3.2.5 Reduction Ratio
 - 25.1
- 4.3.2.6 Images
 - Comic mode (Across Film)
 - Approx. 4000 images per 215 FT. Roll
- 4.3.2.7 Image Quality
 - Resolution
 - Image sharpness
 - Clarity of characters
 - Image complete, no portion of image omitted
- 4.3.2.8 Image Mark
 - Apply medium blip (1st Page) of each document
- 4.3.2.9 Border
 - None
- 4.3.2.10 Film Identification
 - Identify the following on each roll of microfilm:
 - 1ST Page - Start
 - 2ND Page – Registrar- Recorder
 - County Clerk
 - Official Records

- Vital Records (event, year and certificate number range)
- Last Page – End

4.3.2.11 Reel - Maps

- Reel Size – White solid flange one way with trailer lock
- 400 images per roll
- Clear Header
 - 3 Feet beginning
 - 3 Feet ending
- Reel must begin with a complete map
- Reel must end with a complete map
- No beginning or ending in middle of a map

4.3.2.12 Film Packaging

- Contractor shall deliver completed microfilm in container that ensures the preservation of the quality of the product and complies with the standards set forth by ANSI and AIIM.
- All microfilm roll containers shall contain the following information:
 - Registrar-Recorder/County Clerk
 - Identify the first and last document on the roll of film
 - Roll Number
 - Recording Date
 - Name and address of entity producing the roll of film
 - Identify each film box with the beginning and ending document number
 - Identify document/certificate type and year
- Microfilm rolls that do not contain the required information on the label shall be returned to the Contractor for re-labeling.

4.4 MONITORING

- 4.4.1 The County Project Monitor will monitor Contractor's performance using the Performance Requirements Summary, which is incorporated as Part of this Agreement as (Exhibit C). If at any time during the term of the Agreement, the work does not meet the performance standards, the County Project Monitor will notify the appropriate County Project Manager(s), who shall write a Contract Discrepancy Report (CDR) (Exhibit P), incorporated as part of this Agreement. The County Project Manager(s) will issue the 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 and correct the discrepancy at no additional cost to County. A CDR will be used as a

means to notify Contractor of problem areas, correct deficiencies, and to preclude a recurrence.

4.4.2 All requirements described herein shall be monitored by the County Project Monitor. The County Project Manager(s) 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(s) and Contractor Project Manager, but if County believes that important work matters are not being properly handled by the Contractor Project Manager, and that previous management efforts by County have failed to achieve desired results, County will seek other remedies provided under the Agreement.

4.6 REMEDIES

If Contractor's performance is not in compliance with the requirements of the Agreement and SOW, the County Project Manager(s) shall document unsatisfactory performance and work with Contractor to correct unsatisfactory performance. If Contractor does not correct and sustain acceptable performance under the Agreement, County may terminate the Agreement for default in accordance with provisions set forth in the Agreement.

4.7 MODIFICATION OF REDUCTION RATIO

Contractor shall provide approximately 5,400 images per roll for Real Property Legal documents, 4,000 per roll for Vital Records and 500 Maps per roll. During the term of the Agreement, the reduction ratio may be modified from time to time and records per roll increased or decreased based on the needs of the County, upon fifteen (15) days written notice by County to Contractor.

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REQUIRED FORMS - EXHIBIT 11

FIXED RATE PRICE SHEET

Initial Term (First and Second Year) and First Extension Year (if exercised)

Item Description	Invoicing	Cost per image
Real Property Legal Documents	Monthly	\$0.0165
Maps	Monthly	\$0.5000
Vital Records	Monthly	\$0.0190
Duplicate Negative Copy	Upon Request	\$25.0000

Second Extension Year (if exercised)

Item Description	Invoicing	Cost per image
Real Property Legal Documents	Monthly	\$0.0173
Maps	Monthly	\$0.5500
Vital Records	Monthly	\$0.0200
Duplicate Negative Copy	Upon Request	\$27.5000

Third Extension Year (if exercised)

Item Description	Invoicing	Cost per image
Real Property Legal Documents	Monthly	\$0.0182
Maps	Monthly	\$0.6000
Vital Records	Monthly	\$0.0210
Duplicate Negative Copy	Upon Request	\$30.2500

Fourth Extension Year (if exercised)

Item Description	Invoicing	Cost per image
Real Property Legal Documents	Monthly	\$0.0190
Maps	Monthly	\$0.6600
Vital Records	Monthly	\$0.0220
Duplicate Negative Copy	Upon Request	\$33.2500

Fifth Extension Year (if exercised)

Item Description	Invoicing	Cost per image
Real Property Legal Documents	Monthly	\$0.0200
Maps	Monthly	\$0.7250
Vital Records	Monthly	\$0.0231
Duplicate Negative Copy	Upon Request	\$36.5500

These prices are valid for 270 days following the last day to submit proposals. These prices are based on the content of RFP, the questions & answers from Addendum #1 and they include Revised October 29, 2009 all of services and products in our proposal.

Exhibit C

PERFORMANCE REQUIREMENTS SUMMARY

Listed below are the required services which will be monitored by the County during the term of the Agreement. Listed are the required standard of service, maximum allowable deviation from the performance standard, method maintaining compliance, and action to be taken for exceeding the allowable deviation from the standard.

REQUIREMENTS	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION	METHOD MAINTAINING COMPLIANCE	ACTION TO BE TAKEN
Film microfilm for Real Property and Vital Records	16 mm film	No deviation	Verify and monitor	CPM sent for corrective action.
Film stock (excluding Maps)	2.5 Mil thick, silver base, that conforms to ANSI and ISO standards	No deviation	Verify and monitor	CPM sent for corrective action.
Film density	Negative with a range of (0.90 – D.M) – (1.20 + D.M) or the current ANSI and AIIM standards	No deviation	Verify and monitor	CPM sent for corrective action.
Film life expectancy	Archival quality with a LE-500 rating	No deviation	Verify and monitor	CPM sent for corrective action.
Negative	Contractor provides duplicate negative copy of Vital, Real Property Records or Maps upon request.	No deviation	Verify and monitor	CPM sent for corrective action.
Film identification	Must have start target and show Registrar-Recorder County Clerk, recording date, roll number, description of first and last image, beginning and ending document number and date of filming and name of camera operator	No deviation	Verify and monitor	CPM sent for corrective action.
Reel	Must be a white solid flange one way with trailer lock and clear leader – 3 ft beginning and 3 ft ending	No deviation	Verify and monitor	CPM sent for corrective action.
Film Packaging	Must be in a container that complies with ANSI and AIIM standards, identify first and last document, recording date, roll number, beginning and ending number, and show name of Registrar-Recorder County Clerk	No deviation	Verify and monitor	CPM sent for corrective action.
Film Standards	Must meet the most current standards set forth by ANSI, AIIM, ARA and PRIA	No deviation	Verify and monitor	CPM sent for corrective action.

REQUIREMENTS	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION	METHOD MAINTAINING COMPLIANCE	ACTION TO BE TAKEN
Specific to Real Property Images:				
Real Property Images	Must be comic mode, image quality that includes resolution, image sharpness, clarity of characters, image complete, apply a medium blip (1 st Page) of each document	No deviation	Verify and monitor	CPM sent for corrective action.
Real Property Images per reel	Approximately 5,400 images per 215 ft. roll	No deviation	Verify and monitor	CPM sent for corrective action.
Real Property Image Border	None	No deviation	Verify and monitor	CPM sent for corrective action.
Real Property Reduction Ratio	Reduction ratio must be 32:1	No deviation	Verify and monitor	CPM sent for corrective action.
Specific to Vital Records Images:				
Vital Records Images per reel	Approx. 4000 images per 215 ft. roll	No deviation	Verify and monitor	CPM sent for corrective action.
Vital Records Reduction Ratio	Reduction ratio must be 25:1	No deviation	Verify and monitor	CPM sent for corrective action.
Vital Records Image Border	None	No deviation	Verify and monitor	CDR sent for corrective action.
Vital Records Capacity	Contractor has the capacity to convert 300,000 Vital Record tiff images within 5 business days.	No deviation	Verify and monitor	CPM sent for corrective action.
Vital Records Volume	Contractor completes 300,000 images within 5 business days.	No deviation	Verify and monitor	CPM sent for corrective action.
Specific to Map Images:				
Maps Film microfilm	35 mm film	No deviation	Verify and monitor	CPM sent for correction action.
Film stock	5 Mil thick, silver base, that conforms to ANSI and AIIM standards	No deviation	Verify and monitor	CPM sent for corrective action.
Maps Reduction Ratio	Reduction ratio must be 20:1 - (18 x 24) or 24:1 - (24 x 36) or the current ANSI and AIIM standards	No deviation	Verify and monitor	CPM sent for corrective action.

REQUIREMENTS	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION	METHOD MAINTAINING COMPLIANCE	ACTION TO BE TAKEN
Maps Images per reel	Approximately 500 images per 100 ft. roll	No deviation	Verify and monitor	CPM sent for correction action.
Maps download and conversion	Contractor returns upon completion of a 100 foot roll	No deviation	Verify and monitor	CPM sent for correction action.

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

PFA, Inc.
 Company Name

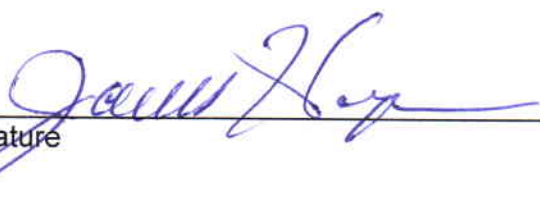
9980 Glenoaks Blvd. Suite F, Sun Valley, CA 91352-1024
 Address

95-2587603
 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)	()


 Signature

11/08/09
 Date

James Harper Vice President
 Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Name: Sharon A. Gonterman
Title: Assistant Registrar-Recorder
Address: 12400 Imperial Highway, Room 5013
Norwalk, CA 90650
Telephone: (562) 462-2073
E-Mail Address: SGonterman@rrcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Willie Wilson
Address: 12400 Imperial Highway, Room 5001
Norwalk, CA 90650
Telephone: (562) 462-2889
E-Mail Address: WWilson@rrcc.lacounty.gov

Name: Portia Sanders
Address: 12400 Imperial Highway, Room 5001A
Norwalk, CA 90650
Telephone: (562) 462-2983
E-Mail Address: PDSanders@rrcc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Keysa Rancharan
Address: 12400 Imperial Highway, Room 5001
Norwalk, CA 90650
Telephone: (562) 462-2869
E-Mail Address: KRancharan@rrcc.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME: PFA, Inc.****CONTRACTOR'S PROJECT DIRECTOR:**

Name: Chris Harper
Title: General Manager/Secretary
Address: 9980 Glenoaks Blvd., Suite F, Sun Valley, CA 91352-1024
Telephone: 818-504-1996 ext. 102
Facsimile: 818-504-2011
E-Mail Address: charper@pfainc.com

CONTRACTOR'S PROJECT MANAGER

Name: Lee Craven
Title: Image Archive Department Manager
Address: 9980 Glenoaks Blvd., Suite F, Sun Valley, CA 91352-1024
Telephone: 818-504-1996 ext. 113
Facsimile: 818-504-2011
E-Mail Address: lcraven@pfainc.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Chris Harper and James Harper
Title: General Manager/Secretary and Vice President
Address: 9980 Glenoaks Blvd., Suite F, Sun Valley, Ca 91352-1024
Telephone: 818-504-1996

Notices to Contractor shall be sent to the following:

Name: Chris Harper
Title: General Manager/Secretary
Address: 9980 Glenoaks Blvd., Suite F, Sun Valley, CA 91352-1024
Telephone: 818-504-1996 ext. 102
Facsimile: 818-504-2011
E-Mail Address: charper@pfainc.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME PFA, 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: 03 / 01 /2010

PRINTED NAME: _____

James Harper

POSITION: _____

Vice President

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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.





Department of the Treasury
Internal Revenue Service

EXHIBIT J

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.

Notice 1015 (Rev. 12-2007)
Cat. No. 205991

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 _____
(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: _____

COUNTY'S RFP (Incorporated By Reference)

CONTRACTOR'S PROPOSAL (Incorporated By Reference)

**EXHIBIT O
REQUIRED FORMS
TABLE OF CONTENTS**

Form #

- 1 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 2 CERTIFICATION OF NO CONFLICT OF INTEREST
- 3 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- 4 REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND
CBE FIRM/ORGANIZATION INFORMATION FORM
- 5 OAAC LOCAL SBE CERTIFICATION LETTER
- 6 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 7 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM
AND APPLICATION FOR EXCEPTION
- 8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND
ACKNOWLEDGMENT OF RFP RESTRICTIONS
- 9 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
- 10 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM

REQUIRED FORMS - EXHIBIT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

<u>PFA, Incorporated</u>	<u>CA</u>	<u>1968</u>
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? No If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

No pending acquisitions or mergers - Not applicable

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

- 1.4.1 Proposer must attend the Mandatory Proposers' Conference scheduled for Tuesday, October 20, 2009 at 10:00 a.m., Pacific Time.
- 1.4.2 Proposer must submit proposal by November 10, 2009 at 12:00 p.m., Pacific Time.
- 1.4.3 Proposer must have within the last three (3) years, experience converting digital images to microfilm.
- 1.4.4 Proposer must assign to the resulting agreement a Project Manager with a minimum of two (2) years experience managing/supervising the operations of converting digital images to microfilm. Project Manager's resume must demonstrate years of experience.
- 1.4.5 Compliance with Proposal submission.

Check the appropriate boxes:

☒ Yes ☐ No 12 years experience, within the last 35 years

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

PFA, Inc.

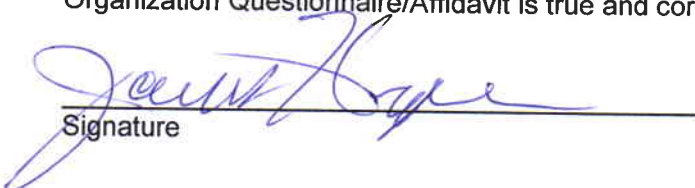
Address:

9980 Glenoaks Blvd. Sun Valley, CA 91352-1024

E-mail address: jharper@pfainc.com Telephone number: 818-504-1996

Fax number: 818-504-2011

On behalf of PFA, Inc. (Proposer's name), I James Harper
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.


Signature

Vice President
Title

11/08/09
Date

95-2587603
Internal Revenue Service
Employer Identification Number

SR AC 13-661846/LA City757247-16
California Business License Number

06199301
County WebVen Number

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

PFA, Inc.

Proposer Name

Vice President

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

REQUIRED FORMS - EXHIBIT 6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____



Date: 11/08/09

**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:

FIRM NAME: PFA, Inc.

COUNTY VENDOR NUMBER: 06199301

- ☒ 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: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>15</u>						
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						
Hispanic/Latino					2	3
Asian or Pacific Islander						
American Indian			1			
Filipino				1		1
White	2				4	1

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	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

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 <u>James Harper</u>	Authorized Signature 	Title <u>Vice President</u>	Date <u>11/08/09</u>
--	--------------------------	--------------------------------	-------------------------



COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Exhibit O
Required Form #5

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: <http://oaac.co.la.ca.us>

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

October 27, 2009

JIM HARPER
PFA INC
9980 GLENOAKS BLVD., STE. F
SUN VALLEY, CA 913521077

Vendor #: 06199301

Dear JIM HARPER:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until October 31, 2011.

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at <http://oaac.co.la.ca.us/SBEMain.htm> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

ROBERT VALDEZ
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

____ YES (subject to verification by County) x NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

 x YES ____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

____ YES ____ NO x N/A (Program not available)

Proposer Organization: PFA, Inc.

Signature: 

Print Name: James Harper

Title: Vice President Date: 11/08/09

Tel.#: 818-504-1996 Fax #: 818-504-2011

REQUIRED FORMS - EXHIBIT 10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:	PFA, Inc.		
Company Address:	9980 Glenoaks Blvd. Suite F		
City:	Sun Valley	State:	CA
		Zip Code:	91352-1024
Telephone Number:	818-504-1996		
Solicitation For	RFP09-002	Services:	Converting Digital Images To Microfilm

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"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.

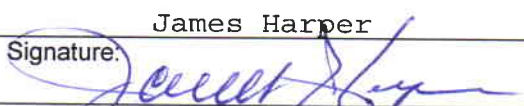
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	James Harper	Title:	Vice President
Signature:		Date:	11/08/09

REQUIRED FORMS - EXHIBIT 12

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
<u>James Harper</u>	<u>619-224-0124</u>
<u>Chris Harper</u>	<u>818-504-1996 Ext. 102</u>
<u></u>	<u></u>

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

Image Graphics, Inc.

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

PFA, Inc.
Name of Firm

James Harper Vice President
Print Name of Signer Title

 11/08/09
Signature Date

REQUIRED FORMS - EXHIBIT 13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: PFA, Inc.		
COMPANY ADDRESS: 9980 Glenoaks Blvd. Suite F		
CITY: Sun Valley	STATE: CA	ZIP CODE: 91352-1024

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PFA, Inc. is not applying for this program.

REQUIRED FORMS EXHIBIT 15

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: PFA, Inc.		
Company Address: 9980 Glenoaks Blvd. Suite F		
City: Sun Valley	State: CA	Zip Code: 91352-1024
Telephone Number: 818-504-1996	Email address: jharper@pfainc.com	
Solicitation/Contract For RFP09-002 Services: Conversion of Digital Images to Microfilm		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

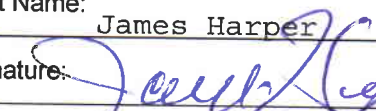
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: James Harper	Title: Vice President
Signature: 	Date: 11/08/09

Date: _____

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.



USER REGISTRATION FOR ACCESS TO REGISTRAR-RECORDER/COUNTY CLERK DATA CONTRACT VENDORS

- 1) Date: _____ 2) Check One: ☐ Add ID ☐ Delete ID: ☐ Change Access
3) Logon ID (change and delete only): _____

USER INFORMATION:

- 4) Full Name: _____ 5) Work Phone #: () _____
6) Agency Name: _____ 7) Supervisor: _____
8) Agency Address: _____
9) Purpose for access: _____

CHECK REQUIRED FUNCTIONS:

RECORDER SYSTEMS

VITAL RECORDS

☐ Vital Record Data

DOCUMENT RECORDING

☐ Real Property Data

SIGNATURE APPROVAL:

13) EMPLOYEE'S SIGNATURE _____

14) PHONE _____

DATE _____

15) PROJECT MANAGER'S SIGNATURE _____

16) PHONE _____

DATE _____

Forms will not be accepted if incomplete.

RR/CC OPERATION SERVICES USE ONLY:

MANAGER, RECORDER & COMPUTING SERVICES INITIALS _____

MAJOR GROUP CODE: GR ACCOUNT #: A1130082370 BIN #: B12
RJE ACCESS NEEDED: N LOCAL SECURITY GROUP _____ TSO CODE: RV

ACF2 _____ TSO _____ NAT _____ GRPS _____ APPL _____ R/V _____ BY: _____ DATE: _____

**Return Original Forms to:
Manager, Document Recording Division, 5th Floor, Room 5001A**

**ACKNOWLEDGEMENT OF
DATA SECURITY/CONFIDENTIALITY RESPONSIBILITIES
REQUIRED FOR ACCESSING VITAL OR REAL PROPERTY DATA**

It is the policy of Los Angeles County that all persons retrieving and/or handling data retrieved from the Los Angeles Registrar-Recorder/County Clerks Systems, whether they be permanent, temporary, part-time, contract employees, or non-county users, are personally responsible for the protection and confidentiality of all County information and information processing resources that they have access to.

I hereby acknowledge that I will be held accountable for my actions in ensuring the privacy, integrity and availability of County data. I understand that my responsibilities include, but are not limited to, the following specific activities.

- I will use County data and computing resources for County management approved purpose only.
- I will protect my password and other systems access keys entrusted to me in order to retrieve/view data in order to do my job.
- I will not share my password, even if asked to do so.
- I will protect computer workstations from unauthorized use.
- I will log off before leaving the workstation.
- I will not copy any licensed or copyright software or associated documentation, even if asked to do so.
- I will bring security exposure, misuse or non-compliance situations to management's attention immediately.

I recognize that my failure to fulfill these responsibilities could result in someone abusing County resources or data while using my ID, and that the County may hold me responsible for such abuse.

EMPLOYEE NAME (PRINT)

EMPLOYEE SIGNATURE

EMPLOYEE NUMBER (IF COUNTY EMPLOYED)

DATE

**VITAL/REAL PROPERTY RECORDS ACCESS – SECURITY ACKNOWLEDGEMENT
REQUIRED FOR ACCESS TO RETREIVE/VIEW R-R/CC DATA**

I hereby acknowledge that I will be held accountable for my actions when using the RR/CC resources. I understand that I am bound by the following:

- I will NOT allow public access to the real property or vital records data.
- I will NOT sell, assign, or otherwise transfer real property or vital records data.
- I will NOT use the real property or vital records data for fraudulent purposes.
- I will NOT post the real property and vital record data or any portion thereof on the Internet.
- I will NOT leave my session unattended.

Violation of these rules will result in denied access to the indices and may result in possible misdemeanor charges punishable by imprisonment in the county jail for a period not to exceed one year, or a fine of one thousand dollars (\$1000) or by both the imprisonment and the fine, for each violation.

I have read and fully understand the above acknowledgement. I recognize that my willful or negligent failure to fulfill these responsibilities could result in the abuse of Registrar-Recorder/County Clerk information resources and data, and that the Registrar-Recorder/County Clerk and the County may hold me responsible for such abuse.

I certify (or declare) under penalty of perjury that the foregoing is true and correct:

EMPLOYEE SIGNATURE

PLACE (CITY) SIGNED

Authorizing Manager Signature

PROJECT MANAGER NAME (PRINT)

PROJECT MANAGER SIGNATURE

PHONE

DATE

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth 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
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For 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; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)