

AGREEMENT NO. __-__
(Agreement for _____)

THIS AGREEMENT (“Agreement”) is made and entered into this 10th day of October 2022, by and between the County of Yolo, a political subdivision of the State of California (“County”) and US Imaging, Inc. authorized to do business in the State of California and Yolo County; (“Contractor”).

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as professional imaging and scanning services; and

WHEREAS, the County desires to obtain professional imaging, scanning, and indexing services; and

WHEREAS, the Contractor submitted a Scope of Work to provide scanning, imaging, indexing and preservation services, an excerpt of which is attached as Exhibit A; and

WHEREAS, the County is utilizing The Interlocal Purchasing System (TIPS) a Department of Texas Education Service Center Region 8 contract which was competitively bid, which is attached as Attachment 1; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, and that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the values of Yolo County, which is identified as the Cost Proposal and attached as Exhibit B; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the following services in full accordance with Exhibit A – Scope of Work, U.S. Imaging Yolo County Requirements, perform onsite scanning, imaging and indexing of books and microfilm for Yolo County Assessor/Recorder/Registrar of Voters (ACE) using developed unique technology that allows the experienced staff of Contractor to enhance specific areas of TIFF pages to create the most legible images possible, and in a manner satisfactory to the ACE or his/her written designee. These services shall include all tasks and subtasks included in Exhibit A, Scope of Work/Yolo County Requirements.

B. More specifically, the Contractor shall provide all services, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement. The County will provide a 12' x 18' space inside the County building, near the vault with access 24 hours per day, including electricity, lighting, and heat/air to allow on-site scanning.

C. The complete contract shall include the following Exhibits A, B, and C, and Attachment 1, attached hereto and fully incorporated herein:

Exhibit A	Scope of Work/U.S. Imaging Yolo County Requirements
Exhibit B	Cost Proposal & Fee Schedule
Exhibit C	U.S. Imaging, Inc. Price Catalog
Attachment 1	The Interlocal Purchasing System (TIPS), a Department of Texas Education Service Center Region 8 for RFP 220105 Technology Solutions, Products and Services

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

D. Contractor shall comply with all applicable provisions of the TIPS contract, and those provisions are incorporated herein as if fully set forth in this place (Attachment 1).

E. The ACE Director may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Paragraph III of this Agreement.

II. ADDITIONAL SERVICES

In the event additional services are requested and as they do not fall within the scope of the basic services required of Contractor under Paragraph I hereinabove and cause the Contractor extra expenses, and if authorized and agreed to, in advance, in writing by the ACE Director, shall also be provided by Contractor:

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the ACE Director or his/her designee, Contractor shall be compensated in accordance with Exhibits B and C, as follows:

Phase	Description	Cost
I	Estimated investment to scan Index Books On-Site	\$36,876.57
II	Estimated Investment to Scan Official Record Books On-Site	\$262,574.03
II.a	Estimated Investment to Scan Official Record Film Off-Site	\$36,377.06
III	Estimated Investment to Scan Other Land Records On-Site (Currently NOT in Old Book)	\$77,244.00
IV	Estimated Investment to Index & Verify Deed and Official Record Documents	\$323,631.00
V	Estimated Investment to OCR Restrictive Covenant Terms for Verification	\$61,207.08
	TOTAL PROJECT NOT TO EXCEED AMOUNT	\$797,909.75

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed Seven Hundred Ninety-Seven Thousand Nine Hundred Nine Dollars and Seventy-Five Cents (\$797,909.75). In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

B. The foregoing notwithstanding, should the Federal or State payment or reimbursement rates be increased or decreased by the Federal or State government(s) during the term of this Agreement, then, upon the Director's and Auditor-Controller's determination that such increases(s) and/or decrease(s) are applicable to this Agreement, such new rates shall apply to this Agreement. In such an instance, Contractor shall be compensated according to the new rates and the maximum amount payable under this Agreement shall be adjusted accordingly.

IV. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner that is satisfactory to the ACE Director, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the ACE Director's written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the ACE Director shall either authorize payment or advise Contractor in writing of any concerns that the ACE Director has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the ACE Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

D. Notwithstanding anything to the contrary in this Agreement, an amount equal to five (5%) of each invoice submitted by Contractor shall be withheld until completion of the project to the satisfaction of the ACE Director. Upon such completion, and if Contractor is otherwise in full compliance with the terms of this Agreement, the County shall promptly remit all withheld monies to Contractor.

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VI. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

VIII. TERM AND TERMINATION

A. The term of this Agreement shall be from November 1, 2022 through June 30, 2024 unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the

Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 30 days written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

IX. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a

California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

X. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XI. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of, or as a result of, litigation or administrative proceeding(s), alleged to arise out of:

1. any negligent act, error or omission of Contractor, its officers, agents or employees, in performing the services, responsibilities or duties required of Contractor by this Agreement; or

2. any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Contractor by this Agreement.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

C. Subcontractor agrees to be bound to the General Contractor/~~or~~ Contractor and the County of Yolo in the same manner and to the same extent as General Contractor/~~or~~ Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate

b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution

from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.
- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or

maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIII. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XIV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607
www.us-imaging.com

Attn: Eric Nejedly Western Account Manager
Email: enejedly@us-imaging.com
(303) 319-9457

County: Yolo County

Attn: Jesse Salinas
Assessor/Clerk Recorder/Registrar of Voters
625 Court St. #104
Woodland, CA 95695
Email: Accebillings@yolocounty.org

C. Any party may change the address or email to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XV. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVI. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by

County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XIII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XIX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XX. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXI. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

1. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity of any of criminal felony offenses
 - d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;


- e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will included a clause entitled, “Debarment and Suspension Certification” that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
2. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
 3. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 4. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR:

By 
Eric Nejedly, Western Account Manager
US Imaging, Inc

COUNTY:


By _____
Angel Barajas, Chair
Yolo County Board of Supervisors


Jesse Salinas
Assessor/Controller/Registrar of Voters

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

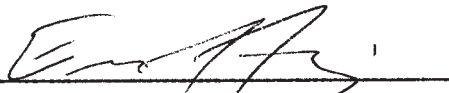
By 
Hope P. Welton, Senior Deputy

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

CONTRACTOR

By 
Eric Nejedly; Western Acct. Mgr.
Print Name/Title

US Imaging

September 2, 2022

Yolo County Clerk-Recorder
625 Court Street, Room B01
Woodland, CA 95695

US Imaging, Inc. is pleased to present this proposal to scan Deed and Official Record Books On-Site for Yolo County. Our team will provide Yolo County with an unparalleled combination of county expertise, proven processes, and state of the art technology to provide the highest quality images and indexes possible. US Imaging understands the scope of work required, the critical success factors, and the County's goals. US Imaging has become America's premier County Conversion Service for the following reasons:

- **Experience** – We have been in the imaging business for 46 years and have successfully served over 939 Counties nationwide. We are the only scanning vendor in America that exclusively serves Counties.
- **3 Stage Process** – Our unique 3 stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Stage 1: On-Site Scanning** – County Records are irreplaceable and extremely valuable; therefore, we scan all media on-site.
- **State of the Art Scanners** – We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We are constantly upgrading and currently operate the very latest scanners for Bound books, Photostat books, Rollfilm, Cards, Aperture Cards and Drawings.
- **ImageXpress** – A software utility that allows Counties to easily access images by book-page #, document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- **Stage 2: Double Inspect, Group, Index & Verify** – 100% of the images are inspected for legibility, grouped together as documents, and indexed by 2 separate operators and compared electronically, any mismatches are inspected by a third operator and corrected for 100% accuracy.
- **Poor Quality Reporting** – 100% of the images are inspected two times as 12" x 16" images on 27" portrait monitors for legibility. We will provide a detailed report of Book-Page # or Document-Page # and the reason that it has been reported as poor quality: too light, too dark, blurry, A Page, retake, missing, etc.
- **ImageReview** – A software utility that sorts and filters the images on the poor quality image report and displays the poor quality images. The County can easily uncheck images that are acceptable quality.
- **Stage 3: Image Enhancement** – US Imaging can adjust the poor contrast of an entire roll, splice, book, jacket, aperture card, document, page, or any specific area on a page to provide the most legible images possible.
- **Image & Index Formatting** – US Imaging has export formats for every County Imaging system on the market.
- **Guaranteed Quality** – If a County is ever unsatisfied with any image or index, we will correct it for free.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (303) 319-9457 or e-mail enejedly@us-imaging.com.

Sincerely,



Eric Nejedly
Western Account Manager
US Imaging, Inc.

Yolo County Requirements:

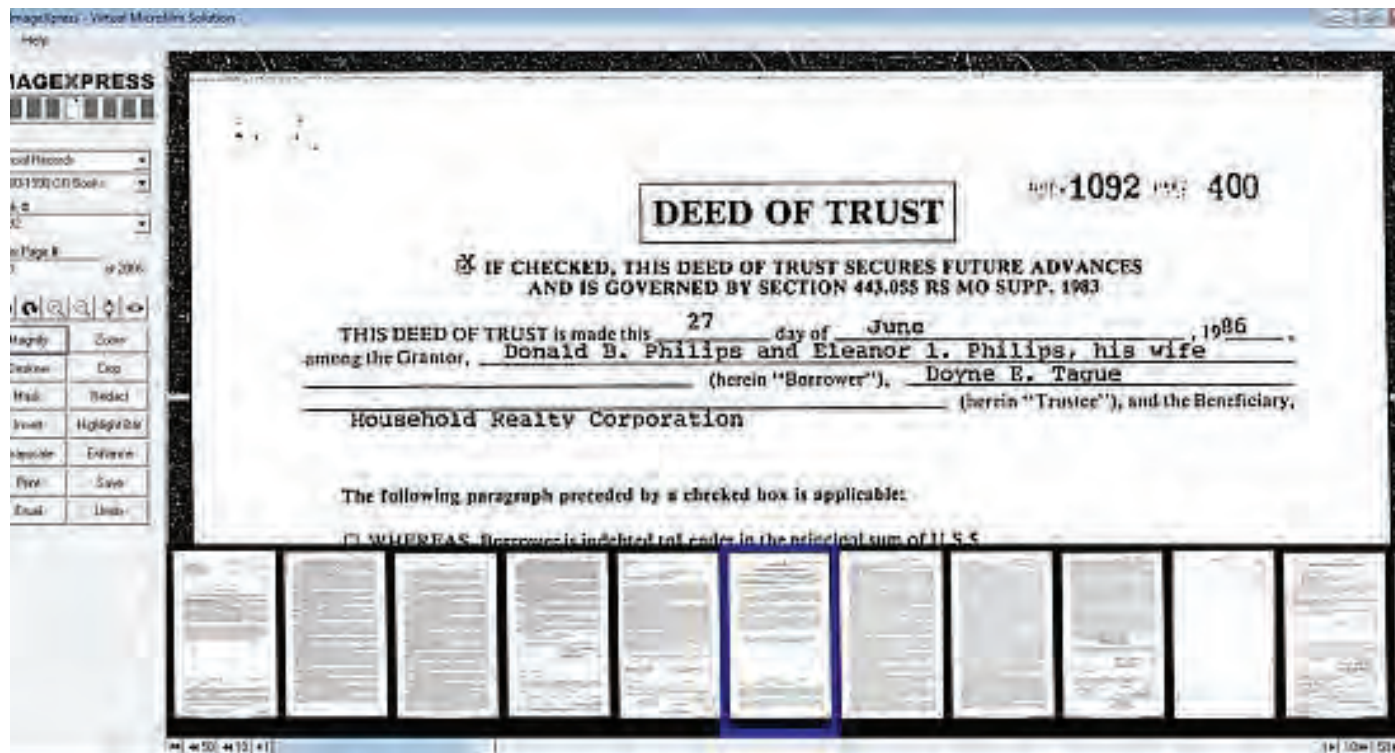
- **Work Area** - County will provide a 12' x 18' space inside the County Building, near the vault with access 24 hours per day, 7 days a week, electricity, lighting, and heat/air to allow on-site scanning. If on-site time is less than 24/7, the time and investment to complete will change according to the hours and days access is available.
- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – County will work with their software vendor, **Tyler Technologies**, to import images into the imaging system. **Tyler Technologies charges a flat fee of \$2,500 per Pilot upload and \$1,500 per Bulk upload. Tyler Technologies' fees are separate from the pricing included in this proposal.**
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy.
- **Poor Quality Image Report** – County will review images on the poor quality image report and approve the enhancement and indexing of Poor Quality images.

US Imaging Requirements:

Stage 1 – Capture & Pilot

- **On-Site Scanning** – We will provide all necessary hardware, software, staff, and project managers to perform scanning on-site 24 hours per day, 7 days a week. If access to books is less than 24/7, the time and investment to complete will change according to the days and hours available.
- **Inventory** – US Imaging Staff will create an inventory report of all the media types for the entire range of images that require capture. This on-line report will be utilized to track the progress of the project from start to finish.
- **Book Tracking** – Labels will be applied to the Counties shelving units to identify the location where books are to be returned after scanning. Labels will be removed once scanning is completed.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, we can sort or prep them for \$30.00 per hour. If pages are too fragile to handle, we will bring this to the Counties attention and recommend a Book Restoration and Binding Company.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain as intact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Our Book Scanners will capture two pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.
- **Mechanical Book Scanning** – Handwritten, Typed and Photostat pages are removed from mechanical binders and are scanned in color at 300dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up.
- **On-Site Content Inspection** – After scanning, our on-site staff will inspect 100% of the pages as 1"x1.5" thumbnail images to confirm that no pages have been double fed, cut off, stretched, or contain scanner errors. Any pages with these issues will be rescanned at no charge before the on-site team leaves the premise. If pages are sequentially numbered within each book, our on-site staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between number of images and number of pages, they will be corrected if present or noted in the production report. 100% of the JPEG and TIFF images will be thoroughly inspected for legibility and image quality as 12"x18" full size images in Stage 2.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Book #.
- **Automatic Crop & Deskew** - Each TIFF image will be run through a software program to remove solid black borders and automatically deskew crooked pages to reduce file size by approximately 25%. Despeckle is not performed on scanned images as it has a tendency to remove punctuation.
- **Automatic Polarity Reversal** – Each TIFF image will be automatically reversed so that black images with white text will be reversed to white images with black text. If Dual Polarity exists, it will be corrected in Stage 3.
- **USB Hard Drives** – All single page JPEG images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be stored at US Imaging for Stage 2 processing and off-site backup.

- **Pilot Images** – 1,000 images from each media change will be cropped, enhanced, grouped as documents, indexed by Document # or Book-Page # and saved as multi-page TIFF's that can be easily viewed by any imaging viewer. We will e-mail a link, username, and password to download the Pilot Images from our FTP site.
- **ImageXpress Software** – We will provide the County with a retrieval software program called **ImageXpress** that will allow the County to easily access images by book-page #, document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.



Stage 2 – Crop, Inspect, Group, Index and Verify

- **Excess Border Removal** – Due to certain page sizes the automatic crop included in Stage 1 may leave large white borders, black borders, black lines, and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Inspect & Report Quality** – Each image will be visually inspected as a 12”W x 16”H image on 27” Portrait monitors at full size and checked for sequential order, missing pages, duplicate pages, “A” pages, retakes and image quality. Particular attention is to be given to the party names, legal description, Book-Page #, Document #, time-date stamps and signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. The poor quality issues that will be identified on the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, “A” page & retake.
- **Page Duplication** – Handwritten and Typed Books commonly have multiple Documents on a single page. These pages are duplicated so that each Document can have their own set of images. A 600-page Book commonly has 900 Documents and therefore 300 pages are duplicated.
- **Manually Group & Index** – During scanning images are captured as single images and stored in folders by each Book #. If Computer Index data is not available, our staff will manually group individual pages together for each document and index each document by the Document # (when available) and Book-Page # of the first page of each new document.
- **Double Group, Index & Verify** – Manual grouping and Indexing is prone to human errors, and we highly recommend double grouping and indexing to eliminate them. 100% of the images will be grouped and indexed a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified, or corrected by a third indexer to guarantee the highest grouping and indexing accuracy possible.

- **USB Hard Drives** – 100% of the inspected, cropped, grouped, indexed, and verified TIFF images, the Poor Quality Image Report and **ImageReview** Software will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be stored at US Imaging for Stage 3 enhancing and off-site backup.
- **ImageReview Software** - We will provide a reviewing software program called **ImageReview** that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc.). **ImageReview** can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. **ImageReview** will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. **ImageReview** highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, **ImageReview** exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.

The screenshot shows the US Imaging software interface. On the left, a window titled 'PQ ReView [C:\Users\scott\D...' displays a list of images with columns for 'Book/Image', 'Issue', and 'ok'. The list contains six entries:

	Book/Image	Issue	ok
1	1234/00000096.TIF	Dark	<input checked="" type="checkbox"/>
2	1234/00000280.TIF	Dark	<input checked="" type="checkbox"/>
3	1234/00000447.TIF	Dark	<input checked="" type="checkbox"/>
4	1234/00000690.TIF	Light	<input checked="" type="checkbox"/>
5	1234/00001011.TIF	Cut Off	<input checked="" type="checkbox"/>
6	1234/00001013.TIF	Dark	<input checked="" type="checkbox"/>

At the bottom of the software window, it says 'Total 6 images'.

The main window displays a scanned document titled 'RELEASE OF MORTGAGE' with the number '3307' at the top. The document text reads:

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, ASSOCIATES FINANCIAL SERVICES COMPANY OF KENTUCKY, INC., a Kentucky corporation, does hereby release and discharge any interest which it has in a certain Real Estate Mortgage executed by Paul S. Henrich, JR and Diana L. Henrich the property described therein, said Real Estate Mortgage having been duly executed on 8/1/83, and recorded in the Office of the Clerk of the County of Warrick, State of Kentucky, in Mtg File #2 12787, Mortgage Record Book _____, Page _____, Instrument No. _____, and said Record Officer is hereby instructed to release and cancel said Real Estate Mortgage from his records.

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized Group Director, attested to by its Assistant Secretary and its notary's seal affixed this 24 day of April, 1987.

ATTEST:
 Assistant Secretary: [Signature]
 Witness: [Signature]

ASSOCIATES FINANCIAL SERVICES CORP.
 Group Director: [Signature]
 Notary Seal: Notary Public
 Date: APR 25 11 AM '87
 WARRICK STRANLE
 RECORDER OF
 WARRICK COUNTY, IN.

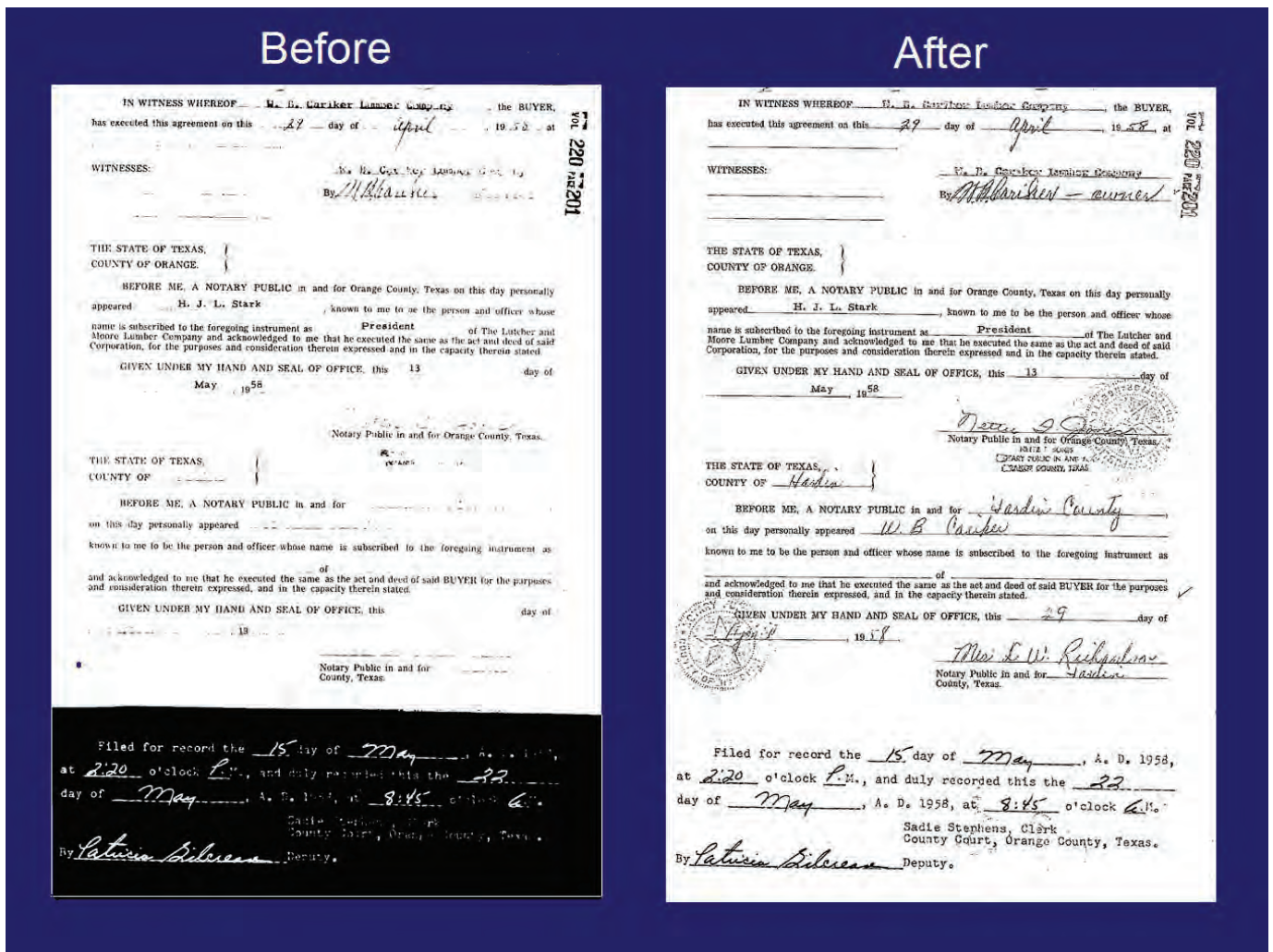
ACKNOWLEDGED,
 State of Kentucky
 County of Fayette
 Before me, a Notary Public, this 28 day of April, 1987, personally appeared Associates Financial Services Corporation, by Michael Matthews, Group Director and Cindy Tidwell, Assistant Secretary respectively, and acknowledged the execution of the foregoing instrument.

This instrument was prepared by: [Signature]
 Associates Financial Services
 3201 ...
 Louisville, Kentucky 40210

A circular notary seal is visible at the bottom left of the document.

Stage 3 – Enhance & Format

- **Image Enhancement** – US Imaging will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Masking (Optional)** – Pages with multiple documents on a page can have unwanted documents masked so only one document is visible at a time. Page #'s, page margins and overall format of the page will not be changed.
- **Dual Polarity Correction** – The majority of Photostat pages are Black background with white text; however, some pages contain a mix where a portion of the page contains black background white text, and another portion contains white background with black text. US Imaging has the unique ability to correct this issue and adjust the background polarity, so the entire page contains white background with black writing. This will reduce storage space and will save a huge amount of toner when printing.
- **Marginal Notations** – Photostat Books commonly contain a white border around the black page. Book-Page #, Reference Book-Page # and Release information is commonly located in this white border and are called Marginal Notations. We have the unique ability to include these notations in the image and make all the background white and all the text and handwriting black.
- **Optical Character Recognition (OCR)** – All images for the desired date range will be processed for OCR and text results will be extracted for further processing.
- **Formatting** – US Imaging will format the images and indexes to the requirements provided by the system vendor.
- **USB Hard Drives** – All formatted images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be stored at US Imaging for off-site backup.



Document Indexing

- **Pilot** – County will review the index accuracy of the pilot prior to US Imaging beginning full production of the project.
- **Full Index** - US Imaging's indexing specialists will view the TIFF images at their full original letter/legal size on a 27" portrait monitor. Team 1 will key 100% of the fields listed below exactly as they appear on the originally recorded document for 502,810 documents to create database 1. Team 2 will key 100% of the fields listed below exactly as they appear on the originally recorded document to create database 2 for the same 502,810 documents. **ImageXpert** will compare Database 1 and 2 against each other and present any mismatches to our most experience Quality Control staff that will make necessary corrections to provide the highest accuracy possible.

Full Index Fields to be Indexed & Verified:

1. Book-Page Number (Stage 2)
 2. Document Number (Stage 2)
 3. Date Recorded
 4. Document Type
 5. Grantor(s)
 6. Grantee(s)
 7. Reference Books-Page Number
- **Delivery and Import** – US Imaging will format the images and indexes based on the specifications provided by the software vendor. The County will work with their software vendor, Tyler Technologies, to import the images and indexes into the County's Recording System.
 - **USB Hard Drives** – All formatted indexes will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for import and on-site backup. One set will be stored at US Imaging for off-site backup.

Exhibit B

Phase 1: Estimated Investment to Scan Index Books On-Site

Index Books

94 Books	@	500 Pages per Book	=	47,000 Images
47,000 Images	@	15% Poor Quality Pages	=	7,050 Poor Quality
47,000 Images	@	800 Images Scanned per Hour (2 Scanners)	=	59 On-Site Hours
59 Hours	@	22 Hours per Day with 24 Hour Access	=	3 On-Site Days
47,000 Images	@	400 Images per Gigabyte for Color JPEG Format	=	118 GB for JPEG's
47,000 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	12 GB for TIFF's

Stage 1

TIPS

2,387 Miles	@	\$3.75	\$3.56	Travel & Setup for On-Site Scanning	=	\$8,497.72
3 Days	@	\$800.00	\$760.00	Per Day On-Site with 24 Hour Access	=	\$2,280.00
47,000 Images	@	\$0.31	\$0.2945	Per Image to Scan & Inspect 300dpi JPEG	=	\$13,841.50
47,000 Images	@	\$0.015	\$0.0143	Per Image to Convert JPEG to B&W TIFF	=	\$672.10
2 Drives	@	\$250.00	\$237.50	Per USB Hard Drive, Copying & Backup	=	\$475.00 70%
1 Shipment	@	\$50.00	\$47.50	Per USB Hard Drive Shipment	=	<u>\$47.50</u> \$25,813.82

Stage 2

47,000 Images	@	\$0.04	\$0.038	Per TIFF to Remove Excess Borders	=	\$1,786.00
47,000 Images	@	\$0.04	\$0.038	Per TIFF to Inspect & Report Quality	=	\$1,786.00
47,000 Images	@	\$0.04	\$0.038	Per TIFF to Single Group & Index ¹	=	\$1,786.00
47,000 Images	@	\$0.04	\$0.038	Per TIFF to Double Group & Index ¹	=	\$1,786.00
1 Drive	@	\$250.00	\$237.50	Per USB Hard Drive, Copying	=	\$237.50 20%
1 Shipment	@	\$50.00	\$47.50	Per USB Hard Drive Shipment	=	<u>\$47.50</u> \$7,429.00

Stage 3

7,050 Poor Images	@	\$0.500	\$0.475	Per TIFF to Enhance & Replace Poor Quality	=	\$3,348.75
1 Drive	@	\$250.00	\$237.50	Per USB Hard Drive, Copying	=	\$237.50 10%
1 Shipment	@	\$50.00	\$47.50	Per USB Hard Drive Shipment	=	<u>\$47.50</u> \$3,633.75

Total Investment = **\$36,876.57**

¹Index by Book-Page #

Phase 2: Estimated Investment to Scan Official Record Books On-Site

Bound Books

118 Books @ 640 Pages per Book (Vols. A-Z, 27-118) = 75,520 Images

Mechanical Books

361 Books @ 600 Pages per Book (Vols. 1-361) - Standard = 216,600 Images

429 Books @ 600 Pages per Book (Vols. 362-790) - Photostat = 257,400 Images

0 Books @ 720 Pages per Book (Vols. 791-951) - Onion Skin (35mm Alt) = 0 Images

549,520 Images @ 17.5% Poor Quality Pages = 96,166 Poor Quality
 75,520 Images @ 50% Multiple Documents per Page = 37,760 Multi-Docs
 257,400 Images @ 10% Dual Polarity = 25,740 Dual Polarity
 257,400 Images @ 20% Marginal Notations = 51,480 Notations
 75,520 Images @ 1,200 Bound Images Scanned per Hour (2 Scanners) = 63 On-Site Hours
 474,000 Images @ 3,600 Photostat Images Scanned per Hour (2 Scanners) = 132 On-Site Hours
 0 Images @ 1,800 Onion Skin Images Scanned per Hour (2 Scanners) = 0 On-Site Hours
 195 Hours @ 8 Hours per Day with 8 Hour Access = 25 On-Site Days
 549,520 Images @ 400 Images per Gigabyte for Color/Grayscale JPEG Format = 1,374 GB for JPEG's
 549,520 Images @ 4,000 Images per Gigabyte for B&W TIFF Format = 138 GB for TIFF's

Stage 1

TIPS

25 Days @ \$800.00 **\$760.00** Per Day On-Site with 8 Hour Access = \$19,000.00
 75,520 Images @ \$0.215 **\$0.2043** Per Bound/Onion Image to Scan & Inspect 300dpi JPEG = \$15,428.74
 474,000 Images @ \$0.115 **\$0.1093** Per Mechanical Image to Scan & Inspect 300dpi JPEG = \$51,808.20
 292,120 Images @ \$0.015 **\$0.0143** Per Image to Convert JPEG to B&W TIFF = \$4,177.32
 257,400 Images @ \$0.02 **\$0.019** Per Image to Convert JPEG to B&W TIFF - Photostat = \$4,890.60
 2 Drives @ \$250.00 **\$237.50** Per USB Hard Drive, Copying & Backup (Incl. in Phase 1) = \$0.00 36%
 1 Shipment @ \$50.00 **\$47.50** Per USB Hard Drive Shipment (Incl. in Phase 1) = \$0.00 \$95,304.85

Stage 2

549,520 Images @ \$0.04 **\$0.038** Per TIFF to Remove Excess Borders = \$20,881.76
 549,520 Images @ \$0.04 **\$0.038** Per TIFF to Inspect & Report Quality = \$20,881.76
 37,760 Images @ \$0.04 **\$0.038** Per TIFF to Duplicate Multi-Doc Pages = \$1,434.88
 587,280 Images @ \$0.065 **\$0.0618** Per TIFF to Single Group & Index to 98% Accuracy¹ = \$36,293.90
 587,280 Images @ \$0.065 **\$0.0618** Per TIFF to Double Group & Index to 100% Accuracy¹ = \$36,293.90
 1 Drive @ \$250.00 **\$237.50** Per USB Hard Drive, Copying (Incl. in Phase 1) = \$0.00 44%
 1 Shipment @ \$50.00 **\$47.50** Per USB Hard Drive Shipment (Incl. in Phase 1) = \$0.00 \$115,786.21

Stage 3

96,166 Poor Images @ \$0.50 **\$0.475** Per TIFF to Enhance & Replace Poor Quality = \$45,678.85
 75,520 Images @ \$0.04 **\$0.038** Per TIFF to Mask Unwanted Documents = \$2,869.76
 25,740 Images @ \$0.04 **\$0.038** Per TIFF to Reverse Dual Polarity = \$978.12
 51,480 Images @ \$0.04 **\$0.038** Per TIFF to Reverse Marginal Notations = \$1,956.24
 1 Drive @ \$250.00 **\$237.50** Per USB Hard Drive, Copying (Incl. in Phase 1) = \$0.00 20%
 1 Shipment @ \$50.00 **\$47.50** Per USB Hard Drive Shipment (Incl. in Phase 1) = \$0.00 \$51,482.97

Total Investment = \$262,574.03

¹Index by Book-Page # and Doc #

Phase 2a: Estimated Investment to Scan Official Record Film Off-Site

16mm Rollfilm (100')

161 Books	@		725 Pages per Book (Vols. 791-951)	=	116,725 Images	
116,725 Images	@		10% Poor Quality Images	=	11,673 Poor Images	
116,725 Images	@		0% Multiple Documents per Page	=	0 Multi-Docs	
116,725 Images	@		0% Dual Polarity Pages	=	0 Dual Polarity	
116,725 Images	@		0% Marginal Notation Pages	=	0 Notations	
81 Rolls	@		90 Rolls per 15" Box	=	1 Box	
116,725 Images	@		400 Images per Gigabyte for Grayscale JPEG Format	=	292 GB for JPEG's	
116,725 Images	@		4,000 Images per Gigabyte for B&W TIFF Format	=	30 GB for TIFF's	

Stage 1

TIPS

		\$1,500.00		Roundtrip Shipment of Rollfilm	=	\$1,500.00	
81 Rolls	@	\$6.2500	\$5.9375	Per Roll to Inspect, Clean & Prep	=	\$477.97	
116,725 Images	@	\$0.035	\$0.0333	Per Image to Scan 300dpi JPEG	=	\$3,886.94	
116,725 Images	@	\$0.015	\$0.0143	Per Image to Convert JPEG to B&W TIFF	=	\$1,669.17	
2 Drives	@	\$250.00	\$237.50	Per USB Hard Drive, Copying & Bkup (Incl. in PH1)	=	\$0.00	21%
1 Shipment	@	\$50.00	\$47.50	Per USB Hard Drive Shipment (Incl. in PH1)	=	\$0.00	\$7,534.08

Stage 2

116,725 Images	@	\$0.04	\$0.038	Per TIFF to Remove Excess Borders	=	\$4,435.55	
116,725 Images	@	\$0.04	\$0.038	Per TIFF to Inspect & Report Quality	=	\$4,435.55	
0 Images	@	\$0.04	\$0.038	Per TIFF to Duplicate Multi-Doc Pages	=	\$0.00	
116,725 Images	@	\$0.065	\$0.0618	Per TIFF to Single Group & Index ¹	=	\$7,213.61	
116,725 Images	@	\$0.065	\$0.0618	Per TIFF to Double Group & Index ¹	=	\$7,213.61	
1 Drive	@	\$250.00	\$237.50	Per USB Hard Drive, Copying (Incl. in PH1)	=	\$0.00	64%
1 Shipment	@	\$50.00	\$47.50	Per USB Hard Drive Shipment (Incl. in PH1)	=	\$0.00	\$23,298.31

Stage 3

11,673 Poor Images	@	\$0.50	\$0.475	Per TIFF to Enhance Poor Quality & Replace	=	\$5,544.68	
0 Images	@	\$0.04	\$0.038	Per TIFF to Mask Unwanted Documents	=	\$0.00	
0 Images	@	\$0.04	\$0.038	Per TIFF to Reverse Dual Polarity	=	\$0.00	
0 Images	@	\$0.04	\$0.038	Per TIFF to Reverse Marginal Notations	=	\$0.00	
1 Drive	@	\$250.00	\$237.50	Per USB Hard Drive, Copying (Incl. in PH1)	=	\$0.00	48%
1 Shipment	@	\$50.00	\$47.50	Per USB Hard Drive Shipment (Incl. in PH1)	=	\$0.00	\$5,544.68

Total Investment = \$36,377.06

¹Index by Book-Page # and Doc #

Phase 3: Estimated Investment to Scan Other Land Records On-Site (Currently NOT in Old Book)

Bound Books

31 Books	@	640 Pages per Deed of Trust Book (Vols. A-Z, 27-28, +3 Index)	=	19,840 Images
102 Books	@	640 Pages per Mortgage Book (Vols. A-Z, 27-89, +13 Index)	=	65,280 Images
13 Books	@	640 Pages per Bonds Book (Vols. A-L, +1 Index)	=	8,320 Images
13 Books	@	640 Pages per Lease Book (Vols. A-K, +2 Index)	=	8,320 Images
10 Books	@	640 Pgs/ Liens & Lis Pendens Book (Vols. A-B, B-F, +3 Index)	=	6,400 Images
6 Books	@	640 Pages per Misc. Book (Vols. A-F)	=	3,840 Images
0 Books	@	640 TBD	=	0 Images
0 Books	@	640 TBD	=	0 Images
112,000 Images	@	15.0% Poor Quality Pages	=	16,800 Poor Quality
112,000 Images	@	50% Multiple Documents per Page	=	56,000 Multi-Docs
112,000 Images	@	1,200 Bound Images Scanned per Hour (2 Scanners)	=	94 On-Site Hours
94 Hours	@	8 Hours per Day with 8 Hour Access	=	12 On-Site Days
112,000 Images	@	400 Images per Gigabyte for Color JPEG Format	=	280 GB for JPEG's
112,000 Images	@	4,000 Images per Gigabyte for B&W TIFF Format	=	28 GB for TIFF's

Stage 1

TIPS

12 Days	@	\$800.00	\$760.00	Per Day On-Site with 24 Hour Access	=	\$9,120.00
112,000 Images	@	\$0.215	\$0.2043	Per Bound/Onion Image to Scan 300dpi JPEG & Inspect	=	\$22,881.60
112,000 Images	@	\$0.115	\$0.0143	Per Image to Convert JPEG to B&W TIFF	=	\$1,601.60
2 Drives	@	\$250.00	\$237.50	Per USB Hard Drive, Copying & Backup (Incl. in Phase 1)	=	\$0.00 44%
1 Shipment	@	\$50.00	\$47.50	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	<u>\$0.00</u> \$33,603.20

Stage 2

112,000 Images	@	\$0.04	\$0.038	Per TIFF to Remove Excess Borders	=	\$4,256.00
112,000 Images	@	\$0.04	\$0.038	Per TIFF to Inspect & Report Quality	=	\$4,256.00
56,000 Images	@	\$0.04	\$0.038	Per TIFF to Duplicate Multi-Doc Pages	=	\$2,128.00
168,000 Images	@	\$0.065	\$0.0618	Per TIFF to Single Group & Index to 98% Accuracy ¹	=	\$10,382.40
168,000 Images	@	\$0.065	\$0.0618	Per TIFF to Double Group & Index to 100% Accuracy ¹	=	\$10,382.40
1 Drive	@	\$250.00	\$237.50	Per USB Hard Drive, Copying (Incl. in Phase 1)	=	\$0.00 41%
1 Shipment	@	\$50.00	\$47.50	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	<u>\$0.00</u> \$31,404.80

Stage 3

16,800 Poor Images	@	\$0.50	\$0.475	Per TIFF to Enhance & Replace Poor Quality	=	\$7,980.00
112,000 Images	@	\$0.04	\$0.038	Per TIFF to Mask Unwanted Documents	=	\$4,256.00
1 Drive	@	\$250.00	\$237.50	Per USB Hard Drive, Copying (Incl. in Phase 1)	=	\$0.00 16%
1 Shipment	@	\$50.00	\$47.50	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	<u>\$0.00</u> \$12,236.00

Total Investment = \$77,244.00

¹Index by Book-Page # and Doc #

Phase 4: Estimated Investment to Index & Verify Deed and Official Record Documents

Index & Verify Records

103,968 Images	@		1.2 Est. Handwritten Pages per Document	=	86,640
242,592 Images	@		1.3 Est. Typed Pages per Document	=	186,610
257,400 Images	@		1.5 Est. Typed Pages per Document	=	171,600
115,920 Images	@		2 Est. Typed Pages per Document	=	57,960

TIPS

86,640 Docs	@	\$3.00	\$0.85	Per Handwritten Document to Double Index & Verify	=	\$73,644.00
416,170 Docs	@	\$2.50	\$0.60	Per Typed Document to Double Index & Verify	=	\$249,702.00
1 Drive	@	\$250.00	\$237.50	Per USB Hard Drive, Copying	=	\$237.50
1 Shipment	@	\$50.00	\$47.50	Per USB Hard Drive Shipment	=	<u>\$47.50</u>

Total Investment = \$323,631.00

Phase 5: Estimated Investment to OCR Restrictive Covenant Terms for Verification

OCR for Restrictive Covenant Verification

103,968 Images	@		1.2 Est. Handwritten Pages per Document	=	86,640
242,592 Images	@		1.3 Est. Typed Pages per Document	=	186,610
257,400 Images	@		1.5 Est. Typed Pages per Document	=	171,600
115,920 Images	@		2 Est. Typed Pages per Document	=	57,960

TIPS

86,640 Docs	@	\$0.50	\$0.475	Per Handwritten Document to Manually Review	=	\$41,154.00
416,170 Docs	@	\$0.05	\$0.0475	Per Typed Document to OCR & Process	=	\$19,768.08
1 Drive	@	\$250.00	\$237.50	Per USB Hard Drive, Copying	=	\$237.50
1 Shipment	@	\$40.00	\$47.50	Per USB Hard Drive Shipment	=	<u>\$47.50</u>

Total Investment = \$61,207.08

ACCEPTANCE AND AUTHORIZATION:

The proposed quantities above are estimated, invoiced quantities will be actual. Invoices will be issued at the completion of each Stage or Hard Drive Shipment. Stage 3 can be divided into multiple shipments & invoices if desired.

All hard drives, images and indexes are the exclusive property of the County. US Imaging will not reproduce or distribute Yolo County images and/or indexes to any other entity except Yolo County.

Yolo County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

During the term of this agreement, US Imaging, Inc., agrees to extend quoted per item prices, terms and conditions to all Government Agencies that may benefit from Cooperative Purchasing as applicable by their local and state regulations.

In exchange for products and services outlined in this proposal, Yolo County agrees to pay US Imaging, Inc., the total amount due within 30 days from the date of invoice.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

Accepted by:

County Clerk-Recorder
Yolo County
625 Court Street, Room B01
Woodland, CA 95695

Signature: _____

Date: _____

Accepted by:

Eric Nejedly
Western Account Manager
US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

Signature:  _____

Date: September 2, 2022

Please Check the Approved Phase(s):

FY 22-23

_____ On-Site Scan of Phases 1-3 (Stage 1 ONLY)	= \$ 162,255.95
_____ Process Phases 1-3 (Stages 2 & 3) & AB1466	= \$ 312,022.80

FY 23-24

_____ Full Index all Documents	= \$ <u>323,631.00</u>
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Total Estimated Amount = \$ 797,909.75

Exhibit C

TIPS 220105 Technology Solutions, Products and Services																																																																																																																																																																																												
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IF YOUR COMPANY OFFERS ANY SERVICES WITH THE GOODS OFFERED ON PRICING SHEET 1, PLEASE COMPLETE ALL SECTIONS BELOW - failure to do so may limit the award scope by TIPS and limit services you can sell to members																																																																																																																																																																																												
Section A - Pricing Option - Listed services																																																																																																																																																																																												
SERVICES TEMPLATE PRICING																																																																																																																																																																																												
If you wish to include pricing in a more appropriate format for your business model, please note here that you did and upload it as you would this form. You may create another worksheet on this spreadsheet but note here if you have done so and name the worksheet on the tab at bottom.																																																																																																																																																																																												
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Insert percentage in cell(s) below.</th> </tr> </thead> <tbody> <tr> <td colspan="7" style="background-color: yellow;">SEE INSTRUCTION SHEET IN RFP ATTACHMENTS FOR DETAILS</td> </tr> <tr> <td colspan="7" style="background-color: #d9ead3;">Digitize Media</td> </tr> <tr> <td>Travel & Setup for On-Site Scanning</td> <td>Transportation of Staff and Equipment from Saginaw MI to Customer Location</td> <td>per Mile</td> <td>\$3.75</td> <td>5.00%</td> <td>\$3.56</td> <td>10.00%</td> </tr> <tr> <td>On-Site Scanning with 24 Hour Access</td> <td>We will provide all necessary hardware, software, staff, and project managers to perform scanning on-site 24 hours per day, 7 days a week. If access to books is less than 247, the time and investment to complete will change according to the days and hours available.</td> <td>per Day On-Site w/ 24 hour Access</td> <td>\$800.00</td> <td>5.00%</td> <td>\$760.00</td> <td>10.00%</td> </tr> <tr> <td>On-Site Prep</td> <td>If books, pages or maps require sorting or preparation in order to scan properly, we can sort or prep them prior to scanning.</td> <td>per Hour</td> <td>\$40.00</td> <td>5.00%</td> <td>\$38.00</td> <td>10.00%</td> </tr> <tr> <td>On-Site Scan & Inspect 300dpi JPEG: Mechanical Books (<12" Wide)</td> <td>Pages are removed from mechanical binders and are scanned in color/grayscale at 300dpi and are saved as color/grayscale JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images.</td> <td>per Image</td> <td>\$0.1150</td> <td>5.00%</td> <td>\$0.1093</td> <td>5.00%</td> </tr> <tr> <td>On-Site Scan & Inspect 300dpi JPEG: OS Mechanical Books (12"-18" Wide)</td> <td>Pages are removed from mechanical binders and are scanned in color/grayscale at 300dpi and are saved as color/grayscale JPEG images. OS pages are laid flat on the book scanner & a glass platen will flatten the pages to obtain consistent focus and sharpness across both pages.</td> <td>per Image</td> <td>\$0.3100</td> <td>5.00%</td> <td>\$0.2945</td> <td>5.00%</td> </tr> <tr> <td>On-Site Scan & Inspect 300dpi JPEG: Bound Books</td> <td>Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain as intact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Our book scanners will capture two pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.</td> <td>per Image</td> <td>\$0.2150</td> <td>5.00%</td> <td>\$0.2043</td> <td>5.00%</td> </tr> <tr> <td>Book Image Conversion - Color JPEG to B&W TIFF</td> <td>All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.</td> <td>per Image</td> <td>\$0.0150</td> <td>5.00%</td> <td>\$0.0143</td> <td>5.00%</td> </tr> <tr> <td>Book Image Conversion - Grayscale JPEG to B&W TIFF</td> <td>All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.</td> <td>per Image</td> <td>\$0.0200</td> <td>5.00%</td> <td>\$0.0190</td> <td>5.00%</td> </tr> <tr> <td>On-Site Scan & Inspect 300dpi JPEG: Map/Drawings Images 18"+ Wide</td> <td>Plats will be scanned with a large format Drawing Scanner at 300dpi Color JPEG images. All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.</td> <td>per Image</td> <td>\$2.0000</td> <td>5.00%</td> <td>\$1.9000</td> <td>5.00%</td> </tr> <tr> <td>Map Image Conversion - Color JPEG to B&W TIFF</td> <td>All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.</td> <td>per Image</td> <td>\$0.0500</td> <td>5.00%</td> <td>\$0.0475</td> <td>5.00%</td> </tr> <tr> <td>Microfilm Roll Inspection</td> <td>Microfilm Roll Inspect & Report for Base, Density, Redox & Vinegar Syndrome, Repair Splices</td> <td>per Roll</td> <td>\$6.2500</td> <td>5.00%</td> <td>\$5.9375</td> <td>5.00%</td> </tr> <tr> <td>Microfilm (215' Roll) - Scan 300dpi JPEG</td> <td>On-Site or Off-Site Scan 300dpi JPEG (215' Microfilm Roll)</td> <td>per Image</td> <td>\$0.0250</td> <td>5.00%</td> <td>\$0.0238</td> <td>5.00%</td> </tr> <tr> <td>Microfilm (100' Roll) - Scan 300dpi JPEG</td> <td>On-Site or Off-Site Scan 300dpi JPEG (100' Microfilm Roll)</td> <td>per Image</td> <td>\$0.0350</td> <td>5.00%</td> <td>\$0.0333</td> <td>5.00%</td> </tr> <tr> <td>Microfilm Jackets - Scan 300dpi JPEG</td> <td>On-Site or Off-Site Scan 300dpi JPEG (100' Microfilm Roll)</td> <td>per Image</td> <td>\$0.0625</td> <td>5.00%</td> <td>\$0.0594</td> <td>5.00%</td> </tr> <tr> <td>Microfilm (Rollfilm / Jackets) Image Conversion - Grayscale JPEG to B&W TIFF</td> <td>All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.</td> <td>per Image</td> <td>\$0.0150</td> <td>5.00%</td> <td>\$0.0143</td> <td>5.00%</td> </tr> <tr> <td>Aperture Cards (Auto Feed) - Scan 300dpi JPEG</td> <td>On-Site or Off-Site Scan 300dpi 300dpi JPEG (Aperture Card Auto Feed)</td> <td>per Card</td> <td>\$0.2000</td> <td>5.00%</td> <td>\$0.1900</td> <td>5.00%</td> </tr> <tr> <td>Aperture Cards (Manual Feed) - Scan 300dpi JPEG</td> <td>On-Site or Off-Site Scan 300dpi 300dpi JPEG (Aperture Card Manual Feed)</td> <td>per Card</td> <td>\$0.8000</td> <td>5.00%</td> <td>\$0.7600</td> <td>5.00%</td> </tr> <tr> <td>Aperture Cards - Image Extraction</td> <td>A single aperture card image can contain multiple pages; our staff will manually extract each individual page and save it as a new single page image.</td> <td>per Image</td> <td>\$0.0400</td> <td>5.00%</td> <td>\$0.0380</td> <td>5.00%</td> </tr> <tr> <td>Microfilm (Aperture Cards) Image Conversion - Grayscale JPEG to B&W TIFF</td> <td>All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.</td> <td>per Image</td> <td>\$0.0200</td> <td>5.00%</td> <td>\$0.0190</td> <td>5.00%</td> </tr> <tr> <td>4TB USB Hard Drive</td> <td>All images will be copied to USB Hard Drives for shipment to customer.</td> <td>per Drive</td> <td>\$250.00</td> <td>5.00%</td> <td>\$237.50</td> <td>5.00%</td> </tr> <tr> <td>USB Hard Drive Shipment</td> <td>USB Hard Drive Shipment - 2-day UPS Shipping w/ Tracking</td> <td>per Shipment</td> <td>\$50.00</td> <td>5.00%</td> <td>\$47.50</td> <td>5.00%</td> </tr> <tr> <td colspan="7" style="background-color: #d9ead3;">Image Processing</td> </tr> <tr> <td>Remove Excess Borders (Book Images)</td> <td>Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.</td> <td>per Image</td> <td>\$0.0400</td> <td>5.00%</td> <td>\$0.0380</td> <td>5.00%</td> </tr> </tbody> </table>							Service or Travel type or service component name	Description	PLEASE SPECIFY UNIT PRICED-(eg. Hour, day, per person, etc)	Year 1 Unit Cost - Not to Exceed	% Discount	TIPS Price - Not to Exceed	What is the maximum price increase for the below services in percentage from year one to year two and from year two to year three, etc.? Insert percentage in cell(s) below.	SEE INSTRUCTION SHEET IN RFP ATTACHMENTS FOR DETAILS							Digitize Media							Travel & Setup for On-Site Scanning	Transportation of Staff and Equipment from Saginaw MI to Customer Location	per Mile	\$3.75	5.00%	\$3.56	10.00%	On-Site Scanning with 24 Hour Access	We will provide all necessary hardware, software, staff, and project managers to perform scanning on-site 24 hours per day, 7 days a week. 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On-Site Prep	If books, pages or maps require sorting or preparation in order to scan properly, we can sort or prep them prior to scanning.	per Hour	\$40.00	5.00%	\$38.00	10.00%																																																																																																																																																																																						
On-Site Scan & Inspect 300dpi JPEG: Mechanical Books (<12" Wide)	Pages are removed from mechanical binders and are scanned in color/grayscale at 300dpi and are saved as color/grayscale JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images.	per Image	\$0.1150	5.00%	\$0.1093	5.00%																																																																																																																																																																																						
On-Site Scan & Inspect 300dpi JPEG: OS Mechanical Books (12"-18" Wide)	Pages are removed from mechanical binders and are scanned in color/grayscale at 300dpi and are saved as color/grayscale JPEG images. OS pages are laid flat on the book scanner & a glass platen will flatten the pages to obtain consistent focus and sharpness across both pages.	per Image	\$0.3100	5.00%	\$0.2945	5.00%																																																																																																																																																																																						
On-Site Scan & Inspect 300dpi JPEG: Bound Books	Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain as intact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Our book scanners will capture two pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.	per Image	\$0.2150	5.00%	\$0.2043	5.00%																																																																																																																																																																																						
Book Image Conversion - Color JPEG to B&W TIFF	All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.	per Image	\$0.0150	5.00%	\$0.0143	5.00%																																																																																																																																																																																						
Book Image Conversion - Grayscale JPEG to B&W TIFF	All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.	per Image	\$0.0200	5.00%	\$0.0190	5.00%																																																																																																																																																																																						
On-Site Scan & Inspect 300dpi JPEG: Map/Drawings Images 18"+ Wide	Plats will be scanned with a large format Drawing Scanner at 300dpi Color JPEG images. All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.	per Image	\$2.0000	5.00%	\$1.9000	5.00%																																																																																																																																																																																						
Map Image Conversion - Color JPEG to B&W TIFF	All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.	per Image	\$0.0500	5.00%	\$0.0475	5.00%																																																																																																																																																																																						
Microfilm Roll Inspection	Microfilm Roll Inspect & Report for Base, Density, Redox & Vinegar Syndrome, Repair Splices	per Roll	\$6.2500	5.00%	\$5.9375	5.00%																																																																																																																																																																																						
Microfilm (215' Roll) - Scan 300dpi JPEG	On-Site or Off-Site Scan 300dpi JPEG (215' Microfilm Roll)	per Image	\$0.0250	5.00%	\$0.0238	5.00%																																																																																																																																																																																						
Microfilm (100' Roll) - Scan 300dpi JPEG	On-Site or Off-Site Scan 300dpi JPEG (100' Microfilm Roll)	per Image	\$0.0350	5.00%	\$0.0333	5.00%																																																																																																																																																																																						
Microfilm Jackets - Scan 300dpi JPEG	On-Site or Off-Site Scan 300dpi JPEG (100' Microfilm Roll)	per Image	\$0.0625	5.00%	\$0.0594	5.00%																																																																																																																																																																																						
Microfilm (Rollfilm / Jackets) Image Conversion - Grayscale JPEG to B&W TIFF	All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.	per Image	\$0.0150	5.00%	\$0.0143	5.00%																																																																																																																																																																																						
Aperture Cards (Auto Feed) - Scan 300dpi JPEG	On-Site or Off-Site Scan 300dpi 300dpi JPEG (Aperture Card Auto Feed)	per Card	\$0.2000	5.00%	\$0.1900	5.00%																																																																																																																																																																																						
Aperture Cards (Manual Feed) - Scan 300dpi JPEG	On-Site or Off-Site Scan 300dpi 300dpi JPEG (Aperture Card Manual Feed)	per Card	\$0.8000	5.00%	\$0.7600	5.00%																																																																																																																																																																																						
Aperture Cards - Image Extraction	A single aperture card image can contain multiple pages; our staff will manually extract each individual page and save it as a new single page image.	per Image	\$0.0400	5.00%	\$0.0380	5.00%																																																																																																																																																																																						
Microfilm (Aperture Cards) Image Conversion - Grayscale JPEG to B&W TIFF	All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression.	per Image	\$0.0200	5.00%	\$0.0190	5.00%																																																																																																																																																																																						
4TB USB Hard Drive	All images will be copied to USB Hard Drives for shipment to customer.	per Drive	\$250.00	5.00%	\$237.50	5.00%																																																																																																																																																																																						
USB Hard Drive Shipment	USB Hard Drive Shipment - 2-day UPS Shipping w/ Tracking	per Shipment	\$50.00	5.00%	\$47.50	5.00%																																																																																																																																																																																						
Image Processing																																																																																																																																																																																												
Remove Excess Borders (Book Images)	Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.	per Image	\$0.0400	5.00%	\$0.0380	5.00%																																																																																																																																																																																						

Remove Excess Borders (OS Map Images)	Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.	per Image	\$0.0800	5.00%	\$0.0760	5.00%
Inspect & Report Quality (Book Images)	Each black and white TIFF image will be visually inspected as a 12"W x 16"H image on 27" Portrait monitors and compared to the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with be reported as poor quality. Our staff will also check for sequential page order, missing pages, duplicate pages, "A" pages, retakes and image quality. Particular attention is to be given to the Party Names, Dates, Legal Descriptions and Signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report for future enhancement.	per Image	\$0.0400	5.00%	\$0.0380	5.00%
Inspect & Report Quality (OS Map Images)	Each black and white TIFF image will be visually inspected as a 12"W x 16"H image on 27" Portrait monitors and compared to the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with be reported as poor quality. Our staff will also check for sequential page order, missing pages, duplicate pages, "A" pages, retakes and image quality. Particular attention is to be given to the Party Names, Dates, Legal Descriptions and Signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report for future enhancement.	per Image	\$0.0400	5.00%	\$0.0380	5.00%
Duplicate Multi-Doc Pages	Handwritten and Typed Books commonly have multiple documents on a single page. These pages are electronically duplicated so that each document can have their own set of images.	per Image	\$0.0400	5.00%	\$0.0380	5.00%
Group & Index by Book-Page or Doc #	Staff will manually group individual pages together and index each document.	per Image	\$0.0400	5.00%	\$0.0380	5.00%
Group & Index by Book-Page & Doc #	Staff will manually group individual pages together and index each document.	per Image	\$0.0650	5.00%	\$0.0618	5.00%
Group & Index Tract Books (Section, Township & Range)	Staff will manually group individual pages together and index each document.	per Image	\$0.1500	5.00%	\$0.1425	5.00%
Group & Index Tract Books (Lot, Block, Town, Sub/Add)	Staff will manually group individual pages together and index each document.	per Image	\$0.2000	5.00%	\$0.1900	5.00%
Auto Group, Index & Verify	If Book-Page # or Document # and Page Quantity data is present in the County's Computer Index, we can utilize this data to automatically group the pages together as documents and index them by the Book-Page #, Document # or both. After auto grouping and indexing our staff will confirm that the indexes match the images and if any mismatches are located, we will make the necessary adjustments to get the images and indexes back in sync. If errors are located in the County's Computer Index, we will report them back to the County, so computer index corrections can be made.	per Image	\$0.0250	5.00%	\$0.0238	5.00%
Group & Index by Book-Page or Doc # (OS Map Images)	Staff will manually group individual pages together and index each document.	per Image	\$0.0800	5.00%	\$0.0760	5.00%
Masking	Pages with multiple documents on a page can have unwanted documents masked so only one document is visible at a time. Page #'s, page margins and overall format of the page will not be changed.	per Image	\$0.0400	5.00%	\$0.0380	5.00%
Reverse Marginal Notations	Photostat Books commonly contain a white border around the black page. Book-Page #, Reference Book-Page # and Release information is commonly located in this white border and are called Marginal Notations. We have the unique ability to include these notations in the image and make all the background white and all the text and handwriting black.	per Image	\$0.0400	5.00%	\$0.0380	5.00%
Reverse Dual Polarity	The majority of Photostat pages are Black background with white text, however some pages contain a mix where a portion of the page contains black background white text and another portion contains white background with black text. US Imaging has the unique ability to correct this issue and adjust the background polarity, so the entire page contains white background with black writing. This will reduce storage space and will save a huge amount of toner when printing.	per Image	\$0.0400	5.00%	\$0.0380	5.00%
Digitally Stitch Book Images	When book pages are scanned as multiple images, we can electronically stitch together the multiple images to create a single image for each page. This is most commonly done for Index Books where data runs across two pages, also known as folio or dual-page.	per Image	\$0.0400	5.00%	\$0.0380	5.00%
Digitally Stitch Map Images	When plat drawings are scanned as multiple images, we can electronically stitch together the multiple images to create a single image for each drawing.	per Image	\$0.2000	5.00%	\$0.1900	5.00%
Enhance & Replace Poor Quality	We have the ability to adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, we will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.	per Image	\$0.5000	5.00%	\$0.4750	5.00%
TIFF to PDF Conversion	All TIFF images will be converted to PDF.	per Image	\$0.0150	5.00%	\$0.0143	5.00%
Optical Character Recognition (OCR) - Typed	All images will be processed for OCR to create searchability.	Per Image	\$0.0500	5.00%	\$0.0475	5.00%
Optical Character Recognition (OCR) - Handwritten	All images will be processed for OCR to create searchability with manual review.	Per Image	\$0.5000	5.00%	\$0.4750	5.00%
Optical Character Recognition (OCR) with Redaction - Typed	All images will be processed for OCR to create searchability. Redaction will be applied to PII. Price is based on one field.	Per Image per Field	\$0.0500	5.00%	\$0.0475	5.00%
Optical Character Recognition (OCR) with Redaction - Handwritten	All images will be processed for OCR to create searchability with manual review. Redaction will be applied to PII. Price is based on one field.	Per Image per Field	\$0.5000	5.00%	\$0.4750	5.00%
Document Indexing with Full Legal Description - Handwritten	Our indexing specialists will view the TIFF images at their full original letter/legal size on a 27" portrait monitor. Team 1 will key 100% of the desired fields exactly as they appear on the originally recorded document to create database 1 for the documents. Team 2 will key 100% of the same desired fields exactly as they appear on the originally recorded document to create database 2 for the same documents. Our in-house software will compare Database 1 and 2 against each other and present any mismatches to our most experienced Quality Control staff that will make necessary corrections to provide the highest accuracy possible.	per Document	\$3.00	5.00%	\$2.85	5.00%

	Our indexing specialists will view the TIFF images at their full original letter/legal size on a 27" portrait monitor. Team 1 will key 100% of the desired fields exactly as they appear on the originally recorded document to create database 1 for the documents. Team 2 will key 100% of the same desired fields exactly as they appear on the originally recorded document to create database 2 for the same documents. Our in-house software will compare Database 1 and 2 against each other and present any mismatches to our most experienced Quality Control staff that will make necessary corrections to provide the highest accuracy possible.					
Document Indexing with Full Legal Description - Typed		per Document	\$2.50	5.00%	\$2.38	5.00%
Format Images and Indexes for Import into County's Document Management System	We will format all images scanned by USI and indexed by USI by the specifications of the County's software vendor free of charge.	per Export	\$0.00	0.00%	\$0.00	0.00%
Format Images and Indexes for Import into County's Document Management System	We will format all images and indexes produced by another vendor for a fee.	per Image	\$0.0200	5.00%	\$0.0190	10.00%
Digital Image Archiving to Microfilm						
Archive 8.5" Wide Pages to Silver Original, 16mm x 215' Roll		per Image	\$0.0300	5.00%	\$0.0285	5.00%
Second Silver Original Roll, 16mm x 215'		per Roll	\$75.00	5.00%	\$71.25	5.00%
Silver Duplicate Roll, 16mm x 215'		per Roll	\$45.00	5.00%	\$42.75	5.00%
Brown Tone Application, 16mm x 215'	Chemical Process to prevent oxidation of microfilm	per Roll	\$30.00	5.00%	\$28.50	10.00%
Archive 8.5" Wide Pages to Silver Original, 35mm x 100' Roll		per Image	\$0.2000	5.00%	\$0.1900	5.00%
Archive Drawings to Silver Original, 35mm x 100' Roll		per Image	\$0.5000	5.00%	\$0.4750	5.00%
Second Silver Original Roll, 35mm x 100'		per Roll	\$125.00	5.00%	\$118.75	5.00%
Silver Duplicate Roll, 35mm x 100'		per Roll	\$45.00	5.00%	\$42.75	5.00%
Brown Tone Application, 35mm x 100'	Chemical Process to prevent oxidation of microfilm	per Roll	\$30.00	5.00%	\$28.50	10.00%
Image Verification & Formatting		per Image	\$0.0100	5.00%	\$0.0095	5.00%
100GB M-DISC DVD, Copy & Label		Per Disc	\$60.00	5.00%	\$57.00	5.00%
Annual Storage						
Archival Storage Box (15"x12"x10")	All media is packed into a 15"x12"x10" double wall construction box.	Per Box	\$6.00	5.00%	\$5.70	5.00%
Convert Contents to New Box w/ Barcode (16mm Rollfilm)	Transfer media to a new archival box. 90 Rolls per box.	Per Box	\$6.00	5.00%	\$5.70	5.00%
Convert Contents to New Box w/ Barcode (35mm Rollfilm)	Transfer media to a new archival box. 45 Rolls per box.	Per Box	\$3.00	5.00%	\$2.85	5.00%
Convert Contents to New Box w/ Barcode (File Folders)	Transfer media to a new archival box. 12" Legal Folders / 15" Letter Folders	Per Box	\$5.00	5.00%	\$4.75	5.00%
Rollfilm Inventory: Match Label to Electronic List & Import	Inventory media by keying one field and matching information to existing digital inventory.	per Roll	\$0.25	5.00%	\$0.24	5.00%
Rollfilm Inventory: Manually Key Box/Label Contents & Import	Manually keying inventory information into an electronic inventory.	per Roll	\$0.50	5.00%	\$0.48	5.00%
File Inventory: Manually Key File Name to Electronic List & Import	Manually keying inventory information into an electronic inventory.	per File	\$0.25	5.00%	\$0.24	5.00%
Book Inventory: Manually Key Book Name to Electronic List & Import	Manually keying inventory information into an electronic inventory.	per Roll	\$0.25	5.00%	\$0.24	5.00%
Rollfilm Inspection: Inspect & Report Base, Density, Redox & VS, Repair Splices	Microfilm Roll Inspect & Report for Base, Density, Redox & Vinegar Syndrome, Repair Splices	per Roll	\$6.25	5.00%	\$5.94	5.00%
File Destruction (15" Box)	Records approved in writing for destruction will be shredded via industrial crosscut shredders. Shredded paper is bailed and transported to mills for recycling.	per Box	\$5.00	5.00%	\$4.75	5.00%
Retrieval Request	Retrieve media by request. Fulfilled within 24 hours.	Per Request	\$3.00	5.00%	\$2.85	5.00%
Refile Request	Media returned to storage box.	Per Request	\$3.00	5.00%	\$2.85	5.00%
Pickup / Delivery (Small / Medium Truck)	Staff will courier media with medium box truck.	Per Mile	\$2.50	5.00%	\$2.38	5.00%
Pickup / Delivery (Large Truck)	Staff will courier media with large box truck.	Per Mile	\$3.50	5.00%	\$3.33	5.00%
Annual Storage, 16mm Roll		Per Roll	\$1.50	5.00%	\$1.43	5.00%
Annual Storage, 35mm Roll		Per Roll	\$3.00	5.00%	\$2.85	5.00%
Annual Storage, Aperture Cards (14" Box)		Per Box	\$35.00	5.00%	\$33.25	5.00%
Annual Storage, Jackets (9" Box)		Per Box	\$20.00	5.00%	\$19.00	5.00%
Annual Storage, Paper/Files (15" Box)		Per Box	\$6.00	5.00%	\$5.70	5.00%
Annual Storage, Paper/Files (24" Box)		Per Box	\$10.00	5.00%	\$9.50	5.00%
Annual Storage, Plats/Maps		per Tube	\$5.00	5.00%	\$4.75	5.00%
Annual Storage, Books (9"x15" or smaller)		Per Book	\$2.50	5.00%	\$2.38	5.00%
Annual Storage, Books (12"x18")		Per Book	\$4.50	5.00%	\$4.28	5.00%
Annual Storage, Books (over 12"x18")		Per Book	\$8.50	5.00%	\$8.08	5.00%
Annual Storage, Books "Allegan"		Per Book	\$1.80	5.00%	\$1.71	5.00%

You may insert additional lines

Vendor may add additional information as required or desired.