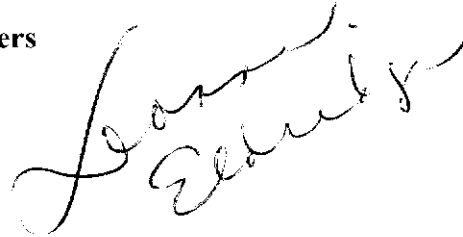


**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of Commissioners
FROM: Donna M. Eldridge
DATE: July 20, 2010
RE: Contract for Professional Services



STATEMENT OF ISSUE:

This is a Contract for Professional Services. It has been through the Contract Review Form process and is ready for signature.

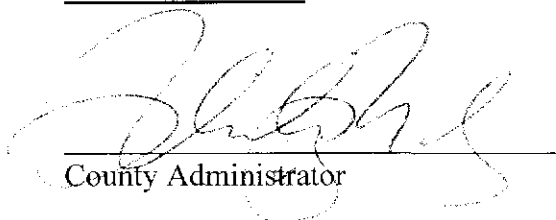
ANALYSIS:

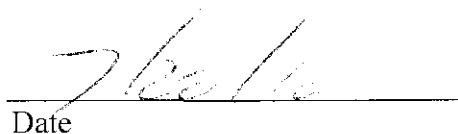
FISCAL IMPACT:

RECOMMENDATION:

DEPARTMENT CONTACT: Donna M. Eldridge

REVIEWED BY:



County Administrator

Date

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (the Contract) is entered into by Jefferson County, a municipal corporation, having its principal offices at 1820 Jefferson Street, Port Townsend, WA 98368 (the County) and USArchive & Imaging Services, Inc., having its principal offices at 15315 NE 90th Street, Redmond, WA 98052 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on Approval and terminate on June 1, 2015. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Jefferson County.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative

Donna M. Eldridge, Auditor
Jefferson County
PO Box 563, Port Townsend, WA 98368
(360) 385-9118

Contractor's Contract Representative

Doug MacDonald

Vice President – Sales

USArchive & Imaging Services, Inc.

15315 NE 90th Street, Redmond, WA 98052

(425) 822-5170

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$75,000.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- 6.2 With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor will, if necessary, maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.

Note: Not Applicable for this contract – USAIS Initials _____

7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Jefferson County Risk Manager. If the Contract is for over \$75,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

7.5 **Miscellaneous Insurance Provisions.**

A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.

B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County,

its officers, officials, employees and agents as an additional insured with respect to performance of services.

- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written

notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.

- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an *additional insured*.
- D. Certificates of insurance will show the certificate holder as Jefferson County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Jefferson County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Philip Morley, Risk Manager
County Administrator's Office
PO Box 1220
Port Townsend, WA 98368
- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Jefferson County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision *in the Contract*. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.

- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 *The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.*
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the County upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to the County.
- 12.3 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information. The County is subject to the Public Records Act, Ch. 42.56 RCW, and this Agreement is a Public Record subject to disclosure if requested by a citizen.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Jefferson County, Washington.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representative's provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

SECTION 18. COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

DATED this 19 day July, 2010.

DATED this ___ day _____, 20__.

USArchive & Imaging Services, Inc.

By

M. Plath

Printed Name:

Michael D. Plath

Federal Tax ID No.:

86-1062174

David Sullivan, Chairman
Jefferson County Commissioners

APPROVED AS TO FORM ONLY
David Alvarez, Dep. Pros. Attorney

By:

David Alvarez 7/13/10

EXIHIBIT A: DESCRIPTION OF SERVICES

The contractor will provide archiving and imaging services for the Jefferson County Auditor's Office, and other Jefferson County Departments.

Document Type	Book / Film	Book Page Size	Film Size	Roll # Range	Roll Count	Volume # Range	Volume Count	Page Count	Image Count	Total Images	Bound / Unbound	Reverse Polarity	Data Entry Chars/D oc	Avg # of pages/doc	Docs/ Roll/ Book	Total # of Docs	Total D/E Chars/ Roll/ Book	Total D/E Chars	B & W Scan cost per image	Total Scan cost	Data Entry Cost/ Char.	Total Data Entry Cost	Total Est. Scan & D/E Cost
Deeds	Film	N/A	35mm	#17 - #81	65	V1 - V167	167	N/A	1365	68,725	N/A	N/A	6	1.88	726	47190	4356	283140	\$0.023	\$2,040.68	\$0.01	\$2,831.40	\$4,872.08
Deeds	Film	N/A	35mm	#1 - #7	7	V168 - V176	9	N/A	1365	9,565	N/A	N/A	6	1.88	726	5082	4356	30492	\$0.023	\$719.77	\$0.01	\$904.92	\$324.69
Official Records	Film	N/A	35mm	#7 - #24	89	V1 - V144	144	N/A	1365	120,120	N/A	N/A	6	1.88	726	63888	4356	383328	\$0.023	\$2,762.76	\$0.01	\$3,833.28	\$6,596.04
Road Warners	Film	N/A	35mm	#1	1	V1	1	N/A	1365	1,365	N/A	N/A	6	1.88	726	726	4356	33140	\$0.023	\$31.40	\$0.01	\$43.56	\$74.96
Patents	Film	N/A	16mm	#5 - #6	2	V1 - V5	5	N/A	2500	5,000	N/A	N/A	6	1.88	1330	2650	7980	15960	\$0.010	\$50.00	\$0.01	\$159.60	\$209.60
Mining Records	Film	N/A	16mm	#2 - #4	3	V1 - V9	9	N/A	2500	7,500	N/A	N/A	6	1.88	1330	3990	7980	29940	\$0.010	\$75.00	\$0.01	\$299.40	\$374.40
Power of Attorney	Film	N/A	16mm	1	1	V2 - V4	3	N/A	2500	2,500	N/A	N/A	6	1.88	1330	1300	2980	7980	\$0.010	\$26.00	\$0.01	\$29.80	\$104.80
Miscellaneous	Film	N/A	35mm	#2 - #5	4	V2 - V10	9	N/A	1365	5,460	N/A	N/A	6	1.88	726	2904	4356	17424	\$0.023	\$125.58	\$0.01	\$174.24	\$299.82
Index Books	???				171					240,225						127770		76620		\$5,330.18		\$7,666.20	\$12,996.38
Deeds	Book	18 x 11 1/2	N/A	N/A	N/A	V1 - V167	167	700	N/A	116,900	Bound	Unknown	6	1.88	371	61957	2226	371742	\$0.450	\$2,605.00	\$0.01	\$3,717.42	\$56,322.42
Deeds	Book	18 x 11 1/2	N/A	N/A	N/A	V168 - V176	9	700	N/A	6300	Bound	Unknown	6	1.88	371	3339	2226	20034	\$0.450	\$2,835.00	\$0.01	\$500.34	\$3,035.34
Official Records	Book	11 x 6 1/2	N/A	N/A	N/A	V1 - V144	144	725	N/A	104,400	Unbound	Unknown	6	1.88	384	55332	2306	331992	\$0.055	\$5,742.00	\$0.01	\$3,319.92	\$9,061.92
Road Warners	Book	18 x 11 1/2	N/A	N/A	N/A	V1	1	700	N/A	700	Bound	Unknown	6	1.88	371	371	2226	2226	\$0.450	\$315.00	\$0.01	\$327.26	\$37.26
Patents	Book	18 x 11 1/2	N/A	N/A	N/A	V1 - V5	5	484	N/A	2470	Bound	Unknown	6	1.88	262	1308	1571	7855	\$0.450	\$1,111.50	\$0.01	\$78.55	\$1,190.05
Mining Records	Book	18 x 11 1/2	N/A	N/A	N/A	V1 - V9	9	481	N/A	4419	Bound	Unknown	6	1.88	260	2342	1551	14052	\$0.450	\$1,988.55	\$0.01	\$140.52	\$2,129.07
Power of Attorney	Book	18 x 11 1/2	N/A	N/A	N/A	V2 - V4	3	644	N/A	1832	Bound	Unknown	6	1.88	341	1024	2088	6144	\$0.450	\$869.40	\$0.01	\$63.44	\$930.84
Miscellaneous	Book	18 x 11 1/2	N/A	N/A	N/A	V2 - V10	9	700	N/A	6300	Bound	Unknown	6	1.88	371	3339	2226	20034	\$0.450	\$7,835.00	\$0.01	\$200.34	\$3,035.34
Index Books	Book	hugs	N/A	N/A	N/A		347			243421	Unbound	Unknown				128013		774079		\$68,304.45		\$7,740.79	\$76,042.24

EXHIBIT B: COMPENSATION

See attached.



USArchive & Imaging Services

June 22, 2010

Donna Eldridge
County Auditor
Jefferson County Auditor's Office
PO BOX 1220
PORT TOWNSEND WA 98368-1220

Dear Donna:

Thank you for the opportunity to present this proposal specifying the services and project deliverables for the Jefferson County Auditor's Office. For digital scanning projects, documents will be scanned (unless otherwise requested) black & white at 200 dpi in a single or multi-page pdf or tiff format or both.

All digital conversion projects will be fully detailed in a "Statement of Work" (SOW) and agreed to by both the Jefferson County Auditor's Office and USArchive & Imaging Services (USAIS) prior to project commencement. Once an imaging project initiates, USAIS will produce a "first run" sample for the Jefferson County Auditor's Office for validation and confirmation with the SOW. Once approval of the "first run" is received, the USAIS Production Team will continue work on the project.

We are prepared to initiate formal work on any project upon receipt of your signature and approval to do so. The terms and conditions of USArchive & Imaging Services, Inc. are presented as follows:

USAIS Imaging Solutions	Cost
Back-file conversion at the USAIS facility of Auditor's Office records:	
<ul style="list-style-type: none"> • Scan paper documents: <ul style="list-style-type: none"> • Up to 5.5" x 8.5" (half-sheet size) • Up to 8.5" x 11.0" (letter size) • Up to 8.5" x 14.0" (legal size) • Up to 11" x 14.0" • Greater than 12.0" and up to 18.0" 	<ul style="list-style-type: none"> • Up to 5.5" x 8.5" (half-sheet size) \$.04 per image • Up to 8.5" x 11.0" (letter size) \$.06 per image • Up to 8.5" x 14.0" (legal size) \$.08 per image • Up to 11" x 14.0" \$.09 per image • Greater than 12.0" and up to 18.0" \$.32 per image
<i>NOTE: Blended sizes may be charged at mutually agreed upon "blended" rate.</i>	
<ul style="list-style-type: none"> • Scan "bound" books: 	<ul style="list-style-type: none"> • Scan "bound" books: \$.45 per image
<ul style="list-style-type: none"> • Scan paper documents (optional features) <ul style="list-style-type: none"> • 300 dpi scans • Color jpeg images 	<ul style="list-style-type: none"> • 300 dpi scans Add 30% to the unit price • Color jpeg images Add 30 % to the unit price



<ul style="list-style-type: none"> Labor rates: <ul style="list-style-type: none"> General labor rate: Special handling or “prep” (taping, staple and paper clip removal, binder/folder dis-assembly/re-assembly, etc) and redaction services. \$28.50 per hour Supervisor/IT labor rate: \$53.50 per hour <p>NOTE: Client has option to do own “prep”, either full or partial</p>	
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USAIS Imaging Solutions – Large format documents	Cost
<p>Back-file conversion at USAIS facility of existing paper maps and drawings:</p> <ul style="list-style-type: none"> Scan wide format drawings, schematics and Mylar documents: <ul style="list-style-type: none"> “C” size 18” by 24” \$1.25 per “C” size “D” size 24” by 36” \$1.50 per “D” size “E” size 36” by 48” \$2.25 per “E” size “F” size 48” by 72” \$6.00 per “F” size Larger sizes At labor rate Scan wide format maps and drawings (optional features) <ul style="list-style-type: none"> 300 dpi scans Add 30% to the unit price Color jpeg images Add 30% to the unit price Reverse polarity scans Add 20% to the unit price Special handling (plastic sleeves, archival taping, etc) \$28.50 per hour 	
<ul style="list-style-type: none"> Indexing and Data Entry \$0.01 to \$.015 per character depending on job specifications <p>“Off-Shore” Data Entry and Indexing service options Custom quote</p> <p>NOTE: Client has option to do own Data Entry</p>	
<ul style="list-style-type: none"> USAIS will scan all images to (your choice of) CD or DVD and deliver media to the Jefferson County Auditor’s Office. Or, an external hard drive device may be supplied by the client (or client may pay the price for USAIS to acquire). Original paper documents will be returned to the Jefferson County Auditor’s Office or Regional Branch of the State Archives. Included 	
<ul style="list-style-type: none"> Optional duplicate CD’s (Includes disk labeling) \$10.00 per “dupe” CD Optional duplicate DVD’s (Includes disk labeling) \$25.00 per “dupe” DVD 	



USArchive & Imaging Services

<ul style="list-style-type: none"> • During the production process, USAIS will pull a requested document, fax or and scan & email as required for customer service 	<p>Up to five (5) requests included per day. Labor rate charged for any additional requests.</p>
<ul style="list-style-type: none"> • The Jefferson County Auditor's Office will be responsible to transport (or pay USAIS) all documents to the USAIS Redmond WA facility. 	<p>USAIS cost is \$75.00 plus \$.50 per mile per trip.</p> <p><i>(All attempts will be made to try and consolidate pick-ups to reduce cost.)</i></p>

USAIS Imaging Solutions – Microfilm Conversion Services	Cost																														
<p>Conversion of roll microfilm and fiche microfilm jackets:</p> <p><u>Quality Service Level</u></p> <p>Includes clean images with no black edges de-speckled and de-skewed, and as multi-page images by flash target, or as single page images in roll/frame order</p>																															
<p><u>Roll Film:</u></p> <p><u>Scan 16 mm roll microfilm:</u></p> <table data-bbox="308 1050 1266 1228"> <tr> <td>Less than 20,000 images</td> <td>\$0.0563 per image</td> </tr> <tr> <td>20,000 to 200,000 images</td> <td>\$0.0450 per image</td> </tr> <tr> <td>200,001 to 500,000 images</td> <td>\$0.0375 per image</td> </tr> <tr> <td>500,001 to 1,000,000 images</td> <td>\$0.0225 per image</td> </tr> <tr> <td>Greater than 1,000,000 images</td> <td>Custom Quote</td> </tr> </table> <p><u>Scan 35 mm roll microfilm with standard size images:</u></p> <table data-bbox="308 1302 1266 1480"> <tr> <td>Less than 20,000 images</td> <td>\$0.0750 per image</td> </tr> <tr> <td>20,000 to 200,000 images</td> <td>\$0.0525 per image</td> </tr> <tr> <td>200,001 to 500,000 images</td> <td>\$0.0475 per image</td> </tr> <tr> <td>500,001 to 1,000,000 images</td> <td>\$0.0325 per image</td> </tr> <tr> <td>Greater than 1,000,000 images</td> <td>Custom Quote</td> </tr> </table> <p><u>Scan 35mm roll microfilm with large format images:</u></p> <table data-bbox="308 1543 1266 1722"> <tr> <td>Less than 20,000 images</td> <td>\$.2250 per image</td> </tr> <tr> <td>20,000 to 200,000 images</td> <td>\$.1575 per image</td> </tr> <tr> <td>200,001 to 500,000 images</td> <td>\$.1425 per image</td> </tr> <tr> <td>500,001 to 1,000,000 images</td> <td>\$.0975 per image</td> </tr> <tr> <td>Greater than 1,000,000 images</td> <td>Custom Quote</td> </tr> </table>	Less than 20,000 images	\$0.0563 per image	20,000 to 200,000 images	\$0.0450 per image	200,001 to 500,000 images	\$0.0375 per image	500,001 to 1,000,000 images	\$0.0225 per image	Greater than 1,000,000 images	Custom Quote	Less than 20,000 images	\$0.0750 per image	20,000 to 200,000 images	\$0.0525 per image	200,001 to 500,000 images	\$0.0475 per image	500,001 to 1,000,000 images	\$0.0325 per image	Greater than 1,000,000 images	Custom Quote	Less than 20,000 images	\$.2250 per image	20,000 to 200,000 images	\$.1575 per image	200,001 to 500,000 images	\$.1425 per image	500,001 to 1,000,000 images	\$.0975 per image	Greater than 1,000,000 images	Custom Quote	
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<p><u>Fiche Film:</u></p> <p><u>Scan 16 mm "com" microfiche:</u></p> <p>Less than 20,000 images 20,000 to 200,000 images 200,001 to 500,000 images 500,001 to 1,000,000 images Greater than 1,000,000 images</p> <p><u>Scan 16mm "jacket" microfiche:</u></p> <p>Less than 20,000 images 20,000 to 200,000 images 200,001 to 500,000 images 500,001 to 1,000,000 images Greater than 1,000,000 images</p> <p><u>Scan 35 mm microfilm (fiche) jackets:</u></p> <p>Less than 20,000 images 20,000 to 200,000 images 200,001 to 500,000 images 500,001 to 1,000,000 images Greater than 1,000,000 images</p> <ul style="list-style-type: none"> • Indexing or Data entry 	<p>\$.0875 per image \$.0800 per image \$.0725 per image \$.0625 per image Custom Quote</p> <p>\$.1500 per image \$.1250 per image \$.1125 per image \$.0975 per image Custom Quote</p> <p>\$.5000 per image \$.3750 per image \$.3375 per image \$.3250 per image Custom Quote</p> <p>\$.01 to \$.015 per character based on job spec</p>
<ul style="list-style-type: none"> • Output media (choice of CD or DVD) <ul style="list-style-type: none"> ○ CD ○ DVD 	<p>1 (one) set included in base price if job exceeds 3,000 images</p>
<ul style="list-style-type: none"> • General labor rate (if required) • Supervisor/IS labor rate (if required) 	<p>\$28.50 per hour \$53.50 per hour</p>
<ul style="list-style-type: none"> • Optional duplicate CD's (includes disk labeling) • Optional duplicate DVD's (includes disk labeling) 	<p>\$10.00 per "dupe" \$25.00 per "dupe"</p>
<ul style="list-style-type: none"> • Pick-up charges • Delivery charges 	<p>USAIS pick up cost is \$75.00 plus \$.50 per mile per trip</p> <p>Included</p>



USAIS Imaging Solutions – Microfilm Creation Services	Cost
<u>Microfilm Creation Services (from digitized files):</u>	
<p>USAIS follows guidelines from the State of Washington Secretary of State’s Office at the WA State Archives to create electronic microfilm (from the USAIS digitized images).</p>	
<ul style="list-style-type: none"> • Conversion from multi-page format to single-page tiff format 	\$.01 per image
<ul style="list-style-type: none"> • Microfilm Creation (16mm roll film) <ul style="list-style-type: none"> ○ Set up cost ○ Cost per roll created (plus cost per image below) ○ Cost per image <ul style="list-style-type: none"> - 1 to 100,000 images - 100,001 to 500,000 images - 500,001 to 1,000,000 images - Greater than 1,000,000 images ○ Minimum job charge ○ Image rotation (if desired) ○ Blipping ○ Diazo Duplicate Roll, 16mm 100’ ○ Diazo Duplicate Roll, 16mm 215’ ○ Silver Duplicate Roll, 16mm 100’ ○ Silver Duplicate Roll, 16mm 215’ ○ 3M Cartridge load & label ○ ANSI Cartridge load & label ○ Roll labeling 	\$450.00 per set up \$15.00 per roll \$.043 per image \$.037 per image \$.033 per image \$.029 per image \$600.00 per project \$.004 per image \$.04 per image \$15.00 per roll \$15.00 per roll \$56.00 per roll \$56.00 per roll \$8.50 per cart \$5.00 per cart \$1.00 per roll
<ul style="list-style-type: none"> • Microfilm Creation (35mm roll film) 	Custom Quote
<ul style="list-style-type: none"> • Microfiche Creation (jacket and COM) 	Custom Quote

USAIS Imaging Solutions - Destruction Services	Cost
Paper Destruction:	
<ul style="list-style-type: none"> • Certified Destruction Process 	\$5.40 per cubic foot
<ul style="list-style-type: none"> • Timing and frequency of destruction to be determined per customer analysis and retention schedule 	Included
<ul style="list-style-type: none"> • Certificate of Destruction 	Included



USAIS Imaging Solutions – Document Imaging Software/Hardware	Costs
Client Server or SaaS Software Solutions:	
<ul style="list-style-type: none"> • Client Server Solution 	Custom Quote
<ul style="list-style-type: none"> • Software as a Service (SaaS) Solution 	Custom Quote

USAIS Imaging Solutions - Optional Items	Costs
Box supplies: (for transport and/or storage of documents)	
1.2 cubic feet corrugated boxes – double walled on sides/bottoms and triple walled on ends	\$3.75 plus tax per box (Delivery charges may apply)
Water Resistant storage boxes	Custom Quote
External Hard Drive device:	Customer supplied or USAIS to provide. Cost TBD per client requirements

Quote costs/fees are executable for a sixty (60) day period of time from date of Proposal.

The Jefferson County Auditor’s Office will be responsible to:

- Transport all records to the USAIS Redmond WA facility or place into suitable transport/storage boxes for pick-up by USAIS. Books may be bulk loaded.
- identify all indexing data *or* self index after return of scanned documents
- place (USAIS provided) bar code labels on each box/book.
- complete (USAIS provided) index of boxes

USAIS will offer to provide all above stated services at the published General Labor rate.



Timing and Staffing of Projects:

The Digital Imaging and Indexing project will be managed by Claire Phillips, Imaging Services Supervisor with assistance from USAIS's Operations teams. Each Digital Conversion Project initiation can begin upon receipt of your contract or purchase order.

Terms and Conditions:

Imaging Services are invoiced on the 15th and end of month based on the amount of production work completed. Payment is expected upon delivery of each work product. A finance charge of 1.5% per month (compounded) will be assessed to any past due invoices.

There is a minimum service charge of \$75.00 for each imaging project.

Project Acceptance and Quality Control Review:

To ensure customer satisfaction and maintain quality control, we ask that all media project deliverables be reviewed and accepted by the customer within 30 days of delivery or return of work product. USAIS will correct and/or replace any substandard work product during that period of time. Following 30 days, we will work with you to determine a mutually acceptable solution to any work product issues.



USArchive
& Imaging Services

Donna, thank you for the opportunity to provide our enterprise document management services to the Jefferson County Auditor's Office. We look forward to working with you as your records and document management solutions provider.

Please indicate your approval to proceed with the project initiation by either initiating your purchase order or by initialing the specific services requested, signing and returning this proposal to **USArchive & Imaging Services, Inc.**

Sincerely,

Doug MacDonald

Doug MacDonald
Vice President - Sales

Approval to proceed with Project Initiation based on the June 22, 2010 quote:

Leanne M. Eldridge

Jefferson County Auditor's Office

July 13, 2010

Date

The information contained in this proposal is confidential and proprietary to USArchive & Imaging Services, Inc. and the Jefferson County Auditor's Office. Pricing, fees and terms are not to be disclosed to any additional third parties without the written consent of a USAIS Executive Management Representative. The pricing or rate structure for all imaging projects is subject to review to evaluate and confirm the project specifications and source document considerations are in alignment with an "average or typical" type of project and are accurately represented in the USAIS proposal. Criteria or factors that significantly impact time and materials will result in an immediate notification to the customer. Any adjustments in increase or decrease of proposal pricing, length of project run-time or quality will be documented in a Change of Scope Statement of Work. Customer will be asked to approve and sign-off on the Change of Scope Statement of Work prior to the project entering into active production at USArchive & Imaging Services, Inc.