**MASTER AGREEMENT USER INSTRUCTIONS**

**FOR STATEWIDE DIGITIZING JUDICIAL BRANCH RECORDS**

**BMI Imaging Systems MA-202006**

These User Instructions are provided for the Statewide Digitizing Judicial Branch Records (Imaging Services) with BMI Imaging Systems, Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide Imaging Services to the judicial branch. Any judicial branch entity that wants to use the master agreement must enter a Participating Addendum with the vendor. Please carefully review these User Instructions.

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| **Contractor’s Key Personnel**:**Project Manager:**Jim Detrick, Vice President 1115 E Arques Avenue, Sunnyvale, CA  94085jdetrick@bmiimaging.com800-359-3456 x212**Escalation:** Brad Penfold, Vice President749 W Stadium Lane, Sacramento, CA  95834brad@bmiimaging.com800-488-3456 x402**Billing:**Carla Ayala, Accounting1115 E Arques Avenue, Sunnyvale, CA  94085carla@bmiimaging.com800-359-3456 x224 |
| **Services:** Imaging Services |
| **Entities eligible to procure under the Master Agreement:** The following entities are eligible to be Participating Entities: all of the California Superior Courts, all of the California Courts of Appeal, the California Supreme Court, the Judicial Council of California, and the Habeas Corpus Resource Center. Any of the aforementioned Judicial Branch Entities, by executing a Participating Addendum with Contractor, shall be deemed a Participating Entity and shall have the right to participate in this Agreement. |
| **Contract Number: MA-202006**  |

1. **Process**

Any court that orders services under this Master Agreement must enter into a Participating Addendum. Exhibit 2 discusses the ordering process.

1. **Participating Addendum**

**A.** Each Participating Addendum is a separate, independent contract between the Contractor and the entity entering into the Participating Addendum, subject to the following:

1. each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum;
2. the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and
3. the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.

**B.** Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully signed copy of:

1. each Participating Addendum between the Contractor and a Participating Entity; and
2. any Amendment to such Participating Addendum. Failure by Contractor to timely execute a Participating Addendum in accordance with this Agreement shall be a material breach of this Agreement. The Participating Entities (other than the Establishing JBE) are third party beneficiaries of this Agreement, and they may enforce their rights and seek remedies pursuant to this Agreement.
3. **Contract Terms and Conditions**
* This Agreement is effective as of October 1, 2020 (“Effective Date”) and expires on October 1, 2025 (“Expiration Date”), unless extended. This Agreement includes three (3) consecutive one-year option terms to extend through October 1, 2028.
* This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of Work.
* This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.
1. **Statement of Work**
2. Exhibit 4, Statement of Work will serve as the model Statement of Work for each Participating Addendum.
3. Contractor will perform and complete all Work set forth in a Participating Addendum, including any attachments, in compliance with the requirements of this Agreement, and to the satisfaction of Participating Entity. The Statement of Work shall, at a minimum, include:
4. itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
5. any projected milestone schedule for the completion of the services, Deliverables, and Work;
6. any acceptance criteria in addition to the acceptance criteria herein;
7. the personnel to be assigned, along with their job classification, if applicable;
8. the name of Contractor’s Project Lead, if applicable; along with such additional information, terms and conditions as the parties may agree upon and wish to include;
9. the scope and detail of services to be performed; and
10. to the extent not provided in Exhibit 6 (Fees, Pricing and Payment Terms), any additional fees and costs that may be applicable to the Statement of Work as the parties may agree upon.
11. **Description of Services/Tasks**
12. Contractor shall provide imaging services to digitize court and judicial branch records, including without limitation: scanning or otherwise developing digital images of records currently existing in paper, microfiche, or microfilm media and converting the digital images into digital files that can be easily used by a participating JBE. The digital files must include an index of any applicable metadata and must be compatible with a participating JBE’s case management system (CMS), document management system (DMS), or other digital storage repository and usable by that same JBE.
13. The following table sets forth the Tasks corresponding to the Work that Contractor will perform under the Agreement as required by and for the Participating Entity.

The table also includes the Contractor’s comments regarding each Task. The comments are part of its proposal for the underlying solicitation to this Agreement. To the extent any comment enhances or limits a Task, such enhancement or limitation will be binding on the parties. In the event Contractor’s comments directly conflict with the terms of Exhibits 1-3, 5, and 7-8 of the Agreement, the terms of that Exhibit will control.

| **Task Name** | **Task Description** | **Contractor’s Comment** |
| --- | --- | --- |
| Generate digital images from paper, microfiche, and microfilm file formats | Contractor will scan or otherwise develop digital images of records currently existing in paper, microfiche, or microfilm media; and convert the digital images into digital files that can be easily used by the Participating Entity. The digital files must include an index of any applicable metadata and must be compatible with Participating Entity’s case management system (CMS), document management system (DMS), or other digital storage repository. Required digital file formats include multiple-page TIFF Group 4, standard PDF, PDF/A -C, searchable PDF format, and/or other formats as specified by the Participating Entity (imaging). Image resolution must be at least 300 dots per inch (dpi) unless otherwise specified by the Participating Entity. |   |
| Staffing Resources: Readiness and Availability | Contractor will provide adequate staffing levels and resources from the inception of Work with a Participating Entity through the termination of the Work. |   |
| Equipment | Contractor will provide, operate, and service all equipment for imaging court and Judicial Branch records. This includes, but is not limited to, scanners, paper joggers, and prepping equipment for on-site and offsite document conversion services. This also includes the maintenance and repair of such equipment so that the equipment is operational at all times. |   |
| Offsite imaging services | Contract will have the capability of performing imaging services offsite. All Contractor offsite operations and storage of Data for the Participating Entity must be located within the contiguous U.S. |   |
| Onsite imaging services | Contractor will have the capability of performing imaging services onsite at the Participating Entity or JCC facility. |  |
| Transport of files to imaging preparation areas | Contractor will provide all necessary equipment to transport boxed and open-shelved files and documents from storage and holding areas to imaging preparation areas. |  |
| Third party courier services to transport JBE files | For imaging services performed offsite, if the Contractor uses a third-party courier service to transport JBE files to or from judicial branch locations, the third-party courier service must be adequately bonded and/or insured. |  |
| Identification of vendor contact personnel | Contractor will provide the Participating Entity with the names of all assigned personnel responsible for any Work related to imaging services for the participating JBE. |  |
| Documents to be imaged into digital files | Contractor will have the capability of imaging the following types of documents. These include, but are not limited to, the following:• Letter size documents (this represents the majority of the file contents)• Legal size documents• Colored paper• Post-It Notes• NCR paper• “Onion skin” paper• Judges’ notes on varying sizes of paper• Tabbed paper exhibits• Photograph exhibits• Sealed envelopes with confidential or sealed information• Envelopes and certified mail return receipts• Green bar (continuous computer) paper• Letters received with attached envelopes• Wills• Pocket file folders• File folders with stamped or written information on outside and/or inside covers• Checks• Fingerprint cards• Spiral bound or otherwise bound transcripts, briefs, etc. |   |
| Storage environment for microfilm and microfiche. | For offsite imaging, Contractor will provide industry best standard storage facilities for microfilm and microfiche.1. Microfilm should be stored in a secured, sealed, airtight room with a constant cool environment with temperatures not exceeding 70 degrees.2. Relative humidity should be maintained between 20 and 30 percent and should not fluctuate by 5 percent in a 24-hour period.3. The storage room should include a properly designed and functioning HVAC system that controls the temperature and humidity and minimizes the infiltration of pollutants.4. Microfilm enclosures (e.g., paper and plastic boxes) should be made of noncorroding materials that meet certain chemical and photographic criteria. |   |
| Duplex imaging | Contractor will have the capability of duplex imaging as directed by the Participating Entity. |  |
| Color imaging | All colored photos and documents will be imaged in color unless directed otherwise by the Participating Entity. | If the Participating Entity requires only color photos/documents be imaged in color, BMI will configure the imaging software to use automatic color detection. This configuration will result in the color imaging of all photos/documents with color content. All other photos/documents will be imaged in black and white (bitonal). If the Participating Entity determines that only color photos (and not documents with color signatures, for example) require color imaging, BMI will alternate from bitonal to color imaging as color photos are encountered. This approach to the imaging/capture process will maintain image quality/detail while reducing the overall size of each multi-page electronic file. |
| Imaging size (11x17 and under) | Contractor will have the capability of imaging documents 11x17 and under. |  |
| Large size sheet imaging (over 11x17) | Contractor will have the capability of imaging documents over 11x17. |   |
| File tabs imaging | Contractor will image tabs in files. |  |
| Batch imaging process | Contractor will create and assign unique batch numbers to every batch of imaged documents. |  |
| Configurable blank page detection and removal | Contractor will remove blank pages based on an agreed upon configurable threshold setting. Blank pages or “bleed-through” images shall be omitted.  |  |
| High speed scanning | Contractor will use high-speed production digital scanners to scan and generate digital images in multiple-page TIFF Group 4, standard PDF, PDF/A-3, searchable PDF, and/or other formats as specified by the Participating Entity. |  |
| Scan and digitize bound and unbound documents | Contractor will scan and digitize bound and unbound books of various sizes, as specified by the Participating Entity. |  |
| File size | Contractor will have the ability to limit digitized image file size and split files per as required by the Participating Entity. |   |
| OCR | Contractor will perform optical character recognition ("OCR") for inclusion in the Participating Entity’s CMS, DMS, or other digital storage repository as specified by the Participating Entity. | BMI can employ multiple technologies or “engines” to perform automated optical character recognition (or OCR) processing on captured images. Our most commonly utilized tool is the Nuance OCR engine. Nuance supports a multi-engine OCR voting capability for improved recognition results. The OCR results for each document can be provided included within a PDF file (“searchable PDF”) or as a separate/related text or XML file for use during the Participating Entity's image/metadata upload process.  |
| Inventory files | Contractor will maintain an inventory of files using bar code scanners to log and track movement of files from location to location. |   |
| Upload, manage, and track imaged and digitized files. | As directed by the Participating Entity, Contractor will use Participating Entity's records tracking system to upload imaged and digitized files into the Participating Entity's CMS, DMS, or digital storage repository, and manage, and track such inventory.  |  |
| Retrieve and move files to onsite imaging preparation area | For on-site imaging, Contractor will retrieve, pull, and move boxed and open-shelved files and documents from storage and holding areas to the imaging preparation area as directed by the Participating Entity. |  |
| Pick up and transport records to offsite imaging facility | For imaging services performed offsite, Contractor will pick up boxed records whether palleted or not, or on library carts, and transport them to the imaging facility. Contractor will perform such Work within Participating Entity established pick-up windows. |   |
| Month to month storage | Contractor will securely store records, including pallets of records, before and after the imaging process as directed by the Participating Entity on a month ­to month basis. |  |
| Store records safely before and after imaging | Contractor will store and maintain files in a secure, climate-controlled storage facility equipped with fire and burglar alarm and other necessary protections while the Participating Entity reviews the imaged documents for quality control purposes. Storage of such files will continue until the Participating Entity directs Contractor to destroy the applicable files. |  |
| On demand retrieval and delivery of files  | Contractor will retrieve specific files and/or boxes of files and deliver to the Participating Entity within a 24-hour period of the Participating Entity's request at no additional charge. The Participating Entity will specify the method of delivery, e.g., physical or electronic. |  |
| Inspect and prepare records for imaging. | Contractor will inspect and prepare all records for imaging. This includes ensuring all records are in the order designated by the Participating Entity. |  |
| Sort and separate JBE records  | Contractor will prepare JBE records to be imaged, sorted by specified JBE taxonomy such as litigation type, case number, and document type, or by any hierarchical schema specified by the Participating Entity. As applicable, Contractor will include the appropriate case number and date sequence for imaging. |   |
| Prepare documents for high speed scanning  | Contractor will disassemble files, removing all fasteners, staples and paper clips, repairing or mending torn documents, and trimming fastener holes. |  |
| Handling of damaged or irregular sized documents | Contractor will affix any damaged document or correspondence that is less than 8-1/2" x 5" onto an 8-1/2" x 11" sheet of white paper. |   |
| Image manila case folders | Contractor will image manila case folders that are part of any files, treating any manila folder as part of a file unless directed otherwise by the Participating Entity.  |   |
| Image confidential envelopes | Contractor will image confidential envelopes as part of the case file. Records contained in an envelope labeled “confidential” must be imaged as a separate image file and labeled the same as the original record with an accessibility identifier such as "C=Confidential," as specified by the Participating Entity. Confidential records located underneath a color-coded confidential cover sheet must be imaged as a separate image file and labeled the same as the original record with the same accessibility identifiers indicated above. |  |
| Print and insert document separator sheets - on-site imaging | As directed by the Participating Entity, for onsite imaging, Contractor will print and insert document separator sheets at the beginning of each document. Participating Entity will provide the document separator sheets. |  |
| Print and insert document separator sheets - offsite imaging | As directed by the Participating Entity, for offsite imaging, Contractor will print and insert document separator sheets at the beginning of each document. Participating Entity will provide the document separator sheets. |  |
| Insert missing file target | Contractor will insert a missing file target indicating the case number of the missing file/document in the appropriate location. |   |
| Identify pages of insufficient quality  | Contractor will identify those pages that are of insufficient quality for imaging and indexing, by placing "Best Available Image" stamp on those pages, ensuring not to cover any portion of the document text. |  |
| No records discarded or lost | Contractor will not discard, tamper with, deface, or lose any document, or portion of a document provided for imaging, unless directed to do so by the Participating Entity. | ln any area where the source material is being processed or stored. |
| Records prepared by participating JBE staff | As directed by the Participating Entity, Contractor will image records specifically prepared by JBE staff for digitization. |  |
| Special handling of fragile records | Contractor will process fragile records or other categories of records that require special handling (such as onion skin) to protect the integrity of the original record and ensure readability in the electronic format. |  BMI will ensure that fragile records requiring special handling are flagged during the document preparation process and then processed in a manner that protects the integrity of the original document and ensures the creation of the most readable electronic file. BMI's special handling options include the manual feeding of the document within a mylar sleeve, the feeding of a photocopy of the document, tape-up of the page to a carrier sheet (if permissible), capture using an overhead scanner, and capture using an SLR camera integrated with the scanner. |
| Standards for microfilm/microfiche | Contractor will prepare and process microfilm and microfiche with signs of deterioration such as vinegar syndrome, redox, or embrittlement, to provide the best possible image. Contractor will identify those images that are of insufficient quality for imaging and indexing and confer with the Participating Entity on how to handle. |  |
| Return of statutorily sealed records | Contractor should not be receiving any records, whether onsite or offsite, designated as "sealed" by the Participating Entity. In the event that Contractor inadvertently receives a record designated as “sealed,” Contractor may not open and must immediately return any “sealed” records to the Participating Entity as soon as possible, but in no event later than twenty-four (24) hours of becoming aware of such records. If a Contractor encounters records that it believes are “sealed,” but are not designated as such, the Contractor may not open such records and must immediately notify the Participating Entity as soon as possible, but in no event later than twenty-four (24) hours of becoming aware of such records. |  |
| Index Records using JBE schema | Contractor will create and associate a unique record identifier for every record per Participating Entity specifications. Contractor will provide an index file with meta-data for the imaged document (e.g., imaged and digitized file name, case number, document type, filed date). |   |
| Confidential Records | For each individual file created, Contractor will include the case number and within a subfolder of the imaged file, an accessibility identifier to denote whether records are confidential, non-confidential, transcripts or sealed documents. |   |
| Remove targets and separators from scanned batches  | Contractor will remove all targets, separators etc., from scanned batches for re­use. |  |
| Return empty boxes | If Participating Entity files are provided in Participating Entity supplied boxes, return empty boxes to the Participating Entity. |  |
| Upload all digital images and corresponding index Data electronically | Contractor will be able to upload digital images and corresponding index Data via secure electronic delivery, such as secure FTP, to a Participating Entity server. |  |
| Delivery of digital images and corresponding index Data, by hard drive  | Contractor will be able to deliver digital images and corresponding index Data by hard drive to the Participating Entity. |  |
| Upload files imaged on-site to JBE daily  | Contractor will upload digital imaged files to the Participating Entity's DMS, CMS, or other digital storage repository on a daily basis, or within an alternative timeframe as specified by the Participating Entity. Contractor will index all applicable meta-data as specified by the Participating Entity. |   |
| JBE specified metrics progress reporting | Contractor will develop a quality control plan that includes the number of documents prepared for imaging, the number of pages imaged and digitized, and the number of records provided to the Participating Entity. |  |
| Methods of maintaining extracted metadata | Contractor's quality control plan will thoroughly and completely describe the Contractor's method for maintaining the integrity of the metadata extracted during imaging. |   |
| Methods for ensuring clarity of digitized images. | Contractor's quality control plan will thoroughly and completely describe the Contractor's method for ensuring the integrity and clarity the digitized images. |   |
| Methods for handling items incapable of being digitally imaged | Contractor’s quality control plan will thoroughly and completely describe the Contractor's method for handling the small percentage (approximately one percent) of documents that are not susceptible to imaging. |   |
| Accidentally destroyed records | Contractor’s quality control plan will thoroughly and completely describe how Contractor intends to prevent the destruction, defacement, or tampering of the Participating Entity’s records. In addition, Contractor’s quality control plan will thoroughly and completely outline the remedial actions Contractor will take, i.e., a plan for recovery, in the event a document is destroyed, defaced, or otherwise tampered with during imaging. | . |
| Re-imaging to improve image quality | Contractor will re-image at no additional charge, any and all images that require re-imaging in order to improve quality. |  |
| Problem Correction Report | Contractor will produce a record of all inspections conducted regarding imaging, including any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, on a monthly basis. Contractor will take corrective action within two (2) business days of notification. |   |
| Verify the accuracy and integrity of digital images | Contractor will verify the accuracy and integrity of each digital image, and confirm, accept, or correct such image based on the Participating Entity's quality control checkpoint specification. |  |
| Corrections and resubmissions  | Contractor will correct deficient digitized images and resubmit at no additional charge. |  |
| Completed conversion paper file destruction - onsite imaging | Per a Participating Entity-generated destruction list for on-site imaging, Contractor will pull boxed files eligible for destruction and dispose of them in designated destruction bins or palletize them for destruction pick-up. | .  |
| Completed conversion paper file destruction - offsite imaging | Per a Participating Entity-generated destruction list, Contractor will pull boxed files eligible for destruction and securely destroy them. Contractor will provide certification that all designated files have been securely destroyed. |   |
| Return records imaged offsite | Contractor will return boxed and palletized records imaged offsite to the Participating Entity in the same order and condition in which they were received. |  |
| Retain digitized files post-delivery and maintain index | After delivery of the digitized files from imaging to the Participating Entity, Contractor will retain copy of all such files and maintain an index of such files for a timeframe as specified by the Participating Entity. |   |
| JBE rejected digitized files  | Contractor will accept rejected digitized files from imaging identified by the Participating Entity, which will be accompanied by a Participating Entity report describing the problem. In addition, Contractor will correct the identified problems and resubmit to the Participating Entity. |  |
| Return non-digitizable items  | Contractor will return non-digitizable items to the Participating Entity. Contractor will index such items with identifying case information. | . |

1. Additional Terms. (The Participating Entity and Contractor may agree and wish to include the following in this Exhibit 4, Statement of Work)
2. Timeline and Milestones.(any specific timelines for Tasks and/or any projected milestones, if Tasks are divided into discrete segments)
3. Inspection and Acceptance Criteria. (any specific inspection and acceptance criteria for a Task or Tasks in addition to the acceptance criteria already in the Agreement, specifically, Section 1.B. of Exhibit 3)
4. Personnel.(the Contractor’s Project Lead and Participating Entity’s Project Manager and the respective party’s personnel to be assigned to the Work, along with their job classification)
5. Ordering Process. (any ordering process specific to the Participating Entity)
6. Miscellaneous.(additional information, terms and conditions, e.g., information regarding Deliverables)
7. **Fees and Payment Terms**
8. **Fees**

A.1 Exhibit 6 in the Master Agreement sets forth the costs associated with the Tasks corresponding to the Work that Contractor will perform during the duration of the term of the Master Agreement.

A.2 Fees and pricing in any Participating Addendum may not exceed the fees and pricing set forth in this Agreement for the applicable Work.

A.3 JBE’s will not pay for any travel, lodging, transportation and other reimbursable expenses. The fees and charges are inclusive of all anticipated costs and incidental expenses.

A.4 Pricing to remain the same throughout the term of the Master Agreement.

A.5 The table includes Contractor’s comments regarding each Task. Contractor submitted versions of these comments as part of its proposal for the underlying solicitation to this Agreement. In the event Contractor’s comments directly conflict with the terms of Exhibits 1-3, 5, and 7-8 of the Agreement, the terms of that Exhibit will control.

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| **Standard Processing Costs Tasks** | **Task Description** | **Cost Factor** | **Cost** | **Volume Discounts/ Tiers** | **Contractor’s Comments** |
| 1.1 | Records Imaging Services-Onsite | Cost of onsite standard imaging services, scanning, or otherwise developing digital images from non-digital sources (imaging) for judicial branch entity (JBE) records. Digital files delivered to the Participating Entity shall be compatible with the Participating Entity’s case management system (CMS), document management system (DMS), or other digital storage repository, and include an associated index of metadata for import and retrieval purposes. | Per image | $0.075  | 10% discount if page count is 1,000,000 or more. | Assumes paper can be prepped to be auto-fed through a rotary scan device. 8.5" X 17" or smaller.  |
| 1.2 | Records Imaging Services-Offsite | Cost of offsite standard imaging services for JBE documents. Digital files delivered to the Participating Entity shall be compatible with its's CMS, DMS, or other digital storage repository, and include an associated index of metadata for import and retrieval purposes. | Per image | $0.045  | 10% discount if page count is 1,000,000 or more. | Assumes paper can be prepped to be auto-fed through a rotary scan device. 8.5" X 17" or smaller.  |
| 1.3 | Records Imaging Services excluding indexing-Onsite | Cost of onsite standard imaging services, scanning, or otherwise developing digital images from non-digital sources (imaging) for JBE records. Digital files delivered to the Participating Entity shall be compatible with the Participating Entity's CMS, DMS, or other digital storage repository, not including an associated index of metadata for import and retrieval purposes. | Per image | $0.065  | 10% discount if page count is 1,000,000 or more. | Assumes paper can be prepped to be auto-fed through a rotary scan device. 8.5" X 17" or smaller. Bitonal, Grayscale or Color |
| 1.4 | Records Imaging Services excluding indexing-Offsite | Cost of offsite standard imaging services for JBE documents. Digital files delivered to the Participating Entity shall be compatible with the Participating Entity's CMS, DMS, or other digital storage repository, not including an associated index of metadata for import and retrieval purposes. | Per image | $0.035  | 10% discount if page count is 1,000,000 or more. | Assumes paper can be prepped to be auto-fed through a rotary scan device. 8.5" X 17" or smaller. Bitonal, Grayscale or Color |
| **Cost for Additional Tasks: if not included in the standard scanning and digitizing cost, above:** | **Task Description** | **Cost Factor** | **Cost** | **Volume Discounts/ Tiers** | **Contractor’s Comments** |
| 2.1 | Pickup of records from site-palletized | Cost to pick up palletized, labeled, and indexed bankers boxes containing records for imaging from JBE-designated location. | Per pallet | $40.00 + mileage | None |   |
| 2.2 | Pickup of records from site-boxed | Cost to pick up labeled and indexed bankers boxes from the JBE storage location. | Per box | $1.00 + mileage | None |   |
| 2.3 | Pre-pickup preparation  | Cost to perform pre-production preparation and packing of documents for imaging for transfer to the vendor's work site (includes indexing the files being packed). | Per hour | $45.00  | None | Plus mileage surcharge as set forth in row 3.26. |
| 2.4 | Document preparation | Prepare documents for scanning and digitizing by removing staples and other bindings, and by inspecting and repairing pages as needed. | Per hour | $25.00  | None | To include removal (and replacement, if required) of page fasteners, repair of torn documents, unfolding/back-rolling, refolding/re-rolling and insertion of barcoded file / document separation sheets. |
| 2.5 | Store and maintain records during production phase | Cost to store and maintain files in a climate-controlled, secure storage space with fire and burglar alarm protections until the Participating Entity has reviewed the imaged and digitized documents for quality control purposes. | Per box per month | $0.00  | None | 60 days at no cost. $.25 per box, per month after that. |
| 2.6 | Records destructions post delivery | Cost to destroy documents (e.g., shredding) at the Contractor's location. | Per box | $5.00  | None | Assumes 3rd Party Destruction |
| 2.7 | Special handling | Cost of imaging fragile documents or other categories of documents that require special processing. | Per image | $0.25  | None |   |
| 2.8 | Unique sizes or document types  | Cost for imaging documents of a unique size or shape, or otherwise not susceptible to being scanned. | Per image | $0.30  | None |   |
| 2.9 | Confidential records | Cost for imaging confidential records. | Per image | $0.15  | None |   |
| 2.10 | Pocket and file folders | Cost for imaging pocket file folders and file folders with printing on the front and/or back or on the inside and/or outside. | Per image | $0.10  | None |   |
| 2.11 | Fingerprint cards | Cost for digitizing Fingerprint Forms  | Per image | $0.10  | None |   |
| 2.12 | OCR | Cost for performing OCR on the applicable record being imaged so that the digitized file can be electronically edited within the Participating Entity’s CMS, DMS, or other digital storage repository. | Per image | $0.003  | None |   |
| 2.13 | Color imaging  | Cost of imaging records in color. | Per image | Inc. | N/A | No Additional Charge. Assumes auto-color detect |
| 2.15 | Microfiche | Cost to image microfiche. | Per jacket | $1.20  | 10% discount if roll volume is 5,000 or more. | 5-Channel jacket |
| 2.16 | Microfilm | Cost to image microfilm. | Per roll | $23.00  | 10% discount if roll volume is 2,500 or more. | 100' - Roll Label Keying Only |
| 2.17 | Bound books | Cost to image books bound. | Per page | $0.50  | None | On Glass |
| 2.18 | Unbound books | Cost to image books unbound. | Per page | $0.035  | None | Plus surcharge if an onsite workstation is necessary. See row 3.3 for the cost and volume discount. |
| 2.19 | Storage medium other than paper | Cost to image non-paper records. | Per image | $0.25  | None | Vinyl Sheets and Laminated paper |
| 2.20 | Empty boxes | Return empty boxes to Participating Entity for reuse. | Fee | $100.00  | None |   |
| 2.21 | Indexing-Onsite | Include an associated index of metadata for import and retrieval purposes | Per discrete metadata field per document1 | $0.04  | None |   |
| 2.22 | Indexing-Offsite | Include an associated index of metadata for import and retrieval purposes | Per discrete metadata field per document1 | $0.04  | None |   |
| **Cost for Additional Tasks not Listed: List any imaging Task that you provide not listed above or not included within any of the Tasks listed above, the cost factor, and the cost.** | **Task Description** | **Cost Factor** | **Cost** | **Volume Discounts/ Tiers** | **Contractor’s Comments** |
| 3.1 | Project Setup |   | Per Project | $1,500.00  | None |   |
| 3.2 | Project Manager |   | Per hour | $75.00  | None |   |
| 3.3 | Onsite Scanning Equipment Setup/Teardown | Supply Imaging workstation to include: Scanner, PC and all necessary software licensing | Per Workstation | $1,500.00  | 10% discount if there are 3 or more workstations |   |
| 3.4 | Onsite Data File Creation |   | Per image | $0.035  | None |   |
| 3.5 | Supply Bankers Storage Boxes | Standard Bankers Box (12" x 10" x 15") | Per box | $2.50  | None |   |
| 3.6 | Shipping | FEDEX | Per shipment | At cost | N/A |   |
| 3.7 | Special Handling | Cost of handling fragile documents or other categories of documents that require special processing. | Per hour | $45.00  | None |   |
| 3.8 | Microfiche Scanning | COM Microfiche | Per Fiche | $3.50  | 10% discount if fiche volume is 5,000 or more. |   |
| 3.9 | Microfiche Scanning | Step and Repeat (98 format) | Per Fiche | $1.75  | 10% discount if fiche volume is 5,000 or more. |   |
| 3.10 | Microfilm Scanning | 16mm - 215' | Per roll | $38.00  | 10% discount if roll volume is 2,500 or more. |   |
| 3.11 | Microfilm Scanning (per image) | 35mm - any length | Per image | $0.04  | 10% discount if image volume is 500,000 or more. |   |
| 3.12 | Microfilm Scanning (per image) | 16mm - any length | Per image | $0.01  | 10% discount if image volume is 500,000 or more. |   |
| 3.13 | Advanced Document Preparation | To include standard document preparation as well as document-level identification, sorting, or sequencing, digital media handling or other complex/intensive preparation requirements. | Per hour | $35.00  | None |   |
| 3.14 | Document Preparation | To include removal (and replacement, if required) of page fasteners, repair of torn documents, unfolding/back-rolling, refolding/re-rolling and insertion of barcoded file / document separation sheets. | Per page | $0.035  | None |   |
| 3.15 | Back-preparation | Re-stapling, re-binding of scanned material to original condition | Per hour | $25.00  | None |   |
| 3.16 | Indexing/Data Entry |   | Per keystroke | $0.01  | None |   |
| 3.17 | Indexing/Data Entry Operator |   | Per hour | $35.00  | None |   |
| 3.18 | Quality Control (Standard) | Image quality/completeness review | Per image | $0.02  | None |   |
| 3.19 | Quality Control (Enhanced) | Image review as per AQL 0.25 General Inspection 1 | Per image | $0.03  | None | Inc. standard Q.C. |
| 3.20 | Quality Control (Premier) | Paper-to-digital image review | Per image | $0.04  | None | Inc. standard Q.C. |
| 3.21 | Electronic Bates Numbering |   | Per image | $0.01  | None |   |
| 3.22 | Document Imprinting | Prior to Scan | Per page | $0.005  | None |   |
| 3.23 | Hosting Setup | One-time | Event | $1,500.00  | None |   |
| 3.24 | Annual Licensing Access Fee |   | Per 5-Pack | $500.00  | 10% discount if there are 25 or more named users. |   |
| 3.25 | Annual CJIS Hosting Fee |   | Per image | $0.0015  | None |   |
| 3.26 | Mileage Surcharge for Pick-ups |   | Per mile | $0.50  | None |   |
| 3.27 | Scanning Bound Books | Under Glass (2-up) | Per Book | $350.00  | None |   |
| 3.28 | Scanning Unbound Books |   | Per Book | $250.00  | None |   |
| 3.29 | Expedited Service Surcharge | Service to retrieve specific files and/or boxes of files and deliver to the participating JBE within a 24-hour period | Per event | $200.00  | None |   |
| 3.30 | Archive Writing | Conversion of TIFF images to 16mm microfilm | Per image | $0.05  | 10% discount if image volume is 1,000,000 or more. |   |
| 3.31 | Portable Hard Drive |   | Per terabyte | $100.00  | None |   |
| 3.32 | Lab Services | Custom database development or reports/services | Per hour | $325.00  | None |   |
| 3.33 | Migration of Legacy Systems (Images/Data) | BMI Technical Services | Per hour | $225.00  | None |   |
| 3.34 | Redaction Services | Truncation of SSN's | Per image/page | $0.045  | None |   |
| 3.35 | Redaction Services (set up and testing) | Truncation of SSN's | Per job | $1,500.00  | None |   |
| 3.36 | Document Assembly from Film/Fiche | Creation of Case File Documents | Per image | $0.01  | None |   |

1. **Payment Terms**
2. After the Participating Entity has accepted Tasks and Work, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Tasks and Work to “Accounts Payable,” at the address indicated in the applicable Participating Addendum. Invoices shall reference the Agreement and Participating Addendum Numbers as applicable.
3. Submitted invoices are to be in accordance with Exhibit 5 (Acceptance and Sign-Off Form).
4. Invoices are to be submitted in arrears for the tasks provided and within thirty (30) days of the accepted Work. Billing shall cover tasks not previously invoiced. The Participating Entity will not pay in advance for (i) services, Deliverables, or Work.
5. **Miscellaneous Information**
6. A copy of the master agreement is available at <http://www.courts.ca.gov/procurementservices.htm>.
7. Please contact Contractor PM if your court has issues or concerns that cannot be immediately resolved. The Key Personnel is listed above.
8. Courts will be notified when the options to extend are elected and/or when the master agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.