

PERSONAL SERVICES AGREEMENT

CONTRACT NO. SC-103168

FRIX Technologies LLC, a Washington limited liability company dba FreeDoc, hereinafter called "Contractor," and Pierce County, hereinafter called "County", agree as set forth in this Agreement, including: (General Conditions), pp. 2 to 7, Exhibit A (Scope of Work), pp. 8 to 16, Exhibit B (Compensation), pp. 17 to 19, Exhibit C (Contract Compliance for Professional, Technical, Supply, or Services - dated 03/10), pp. 20 to 24, and Attachment 1(Example of Work Order), pp. 25 to 29, Attachment 2 (Example of Change Order), pp. 30 to 32, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day of July, 2015, and shall, unless terminated elsewhere in the Agreement or if a 60-day notice is given by either party, terminate on the 30th day of June, 2020.

The maximum consideration for the initial term of this Agreement shall not exceed \$581,910. Additional Work Orders and amendments may increase this amount.

Contractor and County each acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 13, 20, and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 11th day of August, 2015.

CONTRACTOR:

FRIX TECHNOLOGIES, LLC, a Washington limited liability company

Peter Frix
Name

[Signature]
Signature

Title of Signatory Authorized by Firm Bylaws

Address:
19015 36th AVE W, Suites A, B, C
Lynnwood WA 98036

Mailing Address:
PO BOX 2007
Bothell WA 98041-2007

UBI No.: 602642309

Contact Name: Peter Frix
Contact Phone: (425) 977-4222, ext. 301
Contact Email: pfrix@freedoc.com

PIERCE COUNTY:

Approved as to legal form only:

[Signature]
Deputy Prosecuting Attorney Date

Recommended:

[Signature] 8/19/15
Budget and Finance Date

Approved:

[Signature] 8/7/2015
Department Director Date

[Signature] 8/24/15
Pierce County Executive (\$250,000 or more) Date

CONTRACTOR:

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

LIMITED LIABILITY COMPANY:

FRIX Technologies, LLC, dba FreeDoc
Name of Limited Liability Company

20-5514064
Company's Employer Identification Number

GENERAL CONDITIONS1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate (if specified on Exhibit "B"), the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer",) the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer, which shall not be unreasonably withheld, conditioned, or delayed.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" 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, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare) after notice to Contractor of the intended withholding. All

compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

9. Right to Review:

This Agreement is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review at Contractor's principal office, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of this Agreement and such failure continues for a period of thirty (30) days after written notice (or, if the nature of the failure is such that more than thirty days are necessary to cure, then if Contractor fails to initiate cure within the thirty-day period and thereafter to diligently prosecute the cure to completion), or becomes insolvent, or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate this Agreement, and at the County's option, obtain performance of the work elsewhere. If this Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under this Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate this Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the interests of the County. Whenever this Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at the full unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, to the extent such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees. Under no circumstance shall Contractor be obligated to defend, indemnify, or hold harmless the County from or against the negligence or misconduct of the County, its appointed or elected officers, employees or their agents.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

The County agrees to defend, indemnify and save harmless Contractor, its agents, employees, and subcontractors, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs, arising from or related to the negligence or willful misconduct of the County or any of its elected or appointed officials or employees, including without limitation from County's improper disclosure of confidential third-party information to Contractor. The foregoing shall include, but shall not be limited to, damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, to the extent such injury to persons or damage to property is due to the negligence or willful misconduct of County or its agents or employees. Under no circumstance shall County be obligated to defend, indemnify, or hold harmless Contractor from or against the negligence or misconduct of Contractor or its agents or employees.

14. Insurance Requirements

The insurance coverages specified in this paragraph (14.) are required.

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons licensed as professionals by the State of Washington, professional liability insurance:

Commercial Automobile Liability

Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence OR combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.

Commercial General Liability

Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence OR combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.

Professional Liability Insurance

Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this Agreement.

Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by the County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to execution of this Agreement, which shall be attached to the Agreement.

Such insurance policies or related certificates of insurance shall name the Pierce County as an additional

insured on all general liability, automobile liability, employers' liability, and excess policies. The Contractor may comply with these insurance requirements through a program of self-insurance that meets or exceeds these minimum limits. The Contractor must provide Pierce County with adequate documentation of self-insurance prior to performing any work related to this Agreement and treat the County as an insured under the indemnity agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to the County prior to termination of or any material change to the self-insurance program(s) as it relates to this Agreement.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal (or ten (10) days' notice in the event of termination for nonpayment), such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402.

15. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Federal courts and courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

17. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause, but in such event, County shall promptly pay to Contractor the amount due, with interest on such amount at the rate of twelve percent (12%) per annum from the original due date.

18. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:

20. Any written commitment received from the Contractor concerning this Agreement and attached hereto shall

be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

21. Disputes

a. General

Differences between the Contractor and the County, arising under and by virtue of this Agreement shall be brought to the attention of the County or the Contractor, as applicable, at the earliest practicable time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive, absent manifest error.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 30 days of the commencement of the act, failure, or event giving rise to the claim and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

22. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County. Any programs, data, inventions, or works developed by Contractor independent of and prior to initiation of work under this Agreement, but used in order to complete the work, shall remain the sole and exclusive property of Contractor.

23. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

County acknowledges that Contractor shall be acting in strict accordance with instructions from County and its personnel with regard to the use of and access to confidential information of the County. Data that is unlawful

to be accessed by Contractor will not be provided to the Contractor.

24. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. Severability:

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

26. Waiver:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. Waiver of Non-Competition; Non-Solicitation:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County. Notwithstanding the foregoing, County agrees that, during the entire term of the Agreement (as it may be extended) and for a period of one (1) year after expiration or termination, County shall not hire, solicit for employment, or attempt to hire, any employee of Contractor who participated in any manner in providing services under this Agreement.

28. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, and 26, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Entire Agreement: This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

30. 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. The Contract maximum for this Agreement per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this Agreement up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this Agreement to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action. Nothing herein shall be interpreted to obligate Contractor to provide any particular services on any particular schedule at any particular price to any party other than County.

EXHIBIT "A"**(SCOPE OF WORK)****1. INTRODUCTION**

The contract documents shall consist of the Agreement to which this Exhibit A is attached, Exhibit B (Compensation), RFP 1373 – Contractor Pricing Table, Exhibit C; Attachment 1 (Example of Work Order), and Attachment 2 (Example of Change Order). These contract documents shall specifically supersede all prior agreements and understandings among the parties, with the exception of the Request for Proposal 1373 and any amendments to the RFP, the Contractor's response to the RFP and all documents referenced or incorporated therein, all of which are incorporated by reference into this Agreement as though set forth in full herein whether or not attached hereto and shall form an integral part of this contract. If there is any conflict between the provisions of this contract and the RFP Documents, this contract shall control.

This contract covers the professional services to convert microfilm, microfiche and paper records to digital files and manage the conversion, conditioning, and processing, of paper or microfilm/microfiche records to digital images by pre-scan document preparation, scanning, document and data classification, indexing, frame detection, frame separation and data import to county systems. This is a master contract that establishes the terms, conditions, services, techniques, quality, and performance standards for any specific project work order as described in this agreement. Contracts shall be renewed annually for four (4) additional one year terms, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of any one year term.

Each scanning project shall be described in a Work Order (shown in Attachment 1). Each Work Order shall be defined by the County Department who is the custodian of the records. Each Work Order shall define the scope, services and expenses for the completion of the work. If there is a change to the scope of services or expenses during the project, a Change Order may be used to amend the Work Order. The Change Order is to be mutually agreed to and signed by the County and Contractor.

The Contractor will retain copies or originals of County records during the data conversion processing and is not responsible or required to respond to any public records request and is not authorized by the County to provide records to any non-County persons. The County has sole responsibility for public records requests.

2. WARRANTY

This paragraph sets forth the entire warranty provided by Contractor in connection with the foregoing Agreement, and the sole remedy available to County for breach of such warranty; and is provided expressly in lieu of, and not in addition to, any other warranty, express or implied, including without limitation any warranty of fitness for a particular purpose. Contractor warrants that digital images produced by Contractor for the County shall be archived and available for review by the County for two years from the date delivery of all files defined in the Work Order. Under this warranty, when the digital image produced by the Contractor is of poor quality, the Contractor shall rescan the image deemed poor quality by the County at no additional cost, as the sole and exclusive remedy available to County. A digital image produced by the Contractor is deemed poor quality if it is produced in accordance with specifications previously accepted by County, but is notably dissimilar from other images produced of similar records in the same manner, and is visibly less readable when compared to the original. The County acknowledges it has some measure of paper files, microfilm and microfiche that may be in poor condition. The Contractor will make all reasonable efforts to fully reproduce all available image data from the original document, and is under no obligation to fix or correct images in poor condition. This data will only be reviewed if the County determines there is a document missing, or of poor quality. Two years after

delivery of all files as defined in the Work Order, the Contractor shall remove the digital images from its systems and archives. Additional data storage for periods beyond two years is available at rates to be negotiated. A log of the work done to create the digital data produced by Contractor for the County will be provided to the County and shall be archived and available for review by the County for five years from the date of original delivery by Contractor.

3. SERVICES

3.1 Project Scope and Intent:

The County has clear and definable business needs to convert thousands of imaged documents on microfiche and microfilm as well as paper documents to digital records. Based on projected business need, the County has proposed Contractor convert and otherwise re-produce approximately 1 million or more digital images from a respective 1 million or more documents, stored as microfilm, microfiche, and/or paper files. In exchange for the volume of work, Contractor agrees to provide County pricing herein (which is discounted 35% from Contractor's normal rates as reflected on the attached Exhibit B), to perform this volume of work. Additional services, which may be needed to complete the scope and intent of this project, and yet to be defined, are also subject to this Agreement.

The Auditor's Office inventory consists of all officially recorded public documents and Real Estate Excise Tax Affidavits from before 1984 on microfiche or microfilm. At a minimum, "index referencing", which is a form of index being a unique identifier, whose taxonomy and formatting is pre-determined, is required

The Assessor/Treasurer inventory consists of paper documents, microfilm and microfiche, including historic maps and other documents that contain parcel creation information and history, as well as original legal descriptions and other historic information. Indexing is required on these images and the Assessor/Treasurer's Office would like to consider a geographic index of the documents.

The Prosecuting Attorney's and Sheriff's Office records require indexing and OCR as well as metadata fields entered to allow software systems to search the records on a variety of search terms. The metadata fields would consist of case number, defendant name or other identifier.

The County's goals for scanning, imaging and storing digital records are:

- a. Useful digital records from microfiche and microfilm that may be in poor condition.
- b. Digitize various types of paper records that may contain staples or is stored in binders or top punched folders.
- c. High quality preservation of permanent records.
- d. Accurate and consistent indexing of records for software search functions.
- e. Robust quality control of the digital record creation process to avoid unreadable or unusable digital documents.
- f. Eliminate duplicate records.
- g. Reduce the record storage footprint within our facilities.
- h. Images will be stored in County systems and searchable through direct indexing, a searchable metadata reference or geographic search.
- i. County departments may utilize this contract for scanning projects.

Sections 3.2 through 3.11 below set forth the parties' expectations for the specific tasks to be performed by Contractor, each of which shall be subject to the practical limits of current technology and industry practice, and subject to the Work Order.

3.2 Record Preparation:

1. Contractor shall conduct all record preparation as requested by the County and documented in the Work Order. This includes:
 - a. Flattening, surface cleaning, removal of tape/staples, and repairing any damaged pages prior to scanning.
 - b. Dismantling of any bound books must be done with care and maintain the integrity of the book. Unless otherwise agreed, books must be rebound after scanning.
 - c. Preparation prior to digitizing, any microfiche and microfilm that may be in poor condition.
 - d. Preparation prior to digitizing, any paper containing staples or is stored in binders or top-punched folders.

3.3 Conversion:

2. Categorize documents and use naming standards defined by the County.
3. Convert all images resolutions agreed to by the County, e.g. 300 dpi black/white, and 200 dpi for grayscale and color.
4. For each project, the Contractor shall determine with the County if file compression is acceptable.
5. All microfilm/microfiche will be scanned as one large TIFF for each roll at 200 dpi grey scale. Contractor software will be used to separate the roll into individual images. Individual black borders will be cropped and otherwise reduced to less than 10% of the image width.
6. Contractor will scan all images at their original size and magnifications as they are noted by the County. Contractor request from the County approval for adjusting magnifications.
7. Non-standard size paper maps may require special pricing not found in the cost detail. Standard paper sizes are letter, legal, 11"x17", E size, D size and 36"x36".
8. Robust quality control to avoid unreadable or unusable digital documents. Poor quality images rejected as unreadable, or unusable within any time deadline provided herein, will be rescanned by the Contractor at no cost to the County. The County has up to two years from date of delivery of the total Work Order images to reject images and request rescanning.
9. The images will be created using enhancement techniques to produce the best practicable images.
10. Crop, de-speckle, and de-skew images as needed.
11. During the scanning process, the Contractor will inspect each digital image to assure that each record is correctly rendered and meets County requirements defined in the Work Order and any pilot project specifications.
12. Contractor can perform de-duplication services. The County will identify and direct the Contractor as to what record sets should be de-duplicated. The County waives all claims against the Contractor, and will hold harmless the Contractor from any claims related to the effect of loss or damages caused by removal of records which the County directed the Contractor to remove.

13. All images unable to be digitized will be logged and submitted to the County for review.
14. Digital documents will be delivered in TIFF format or PDF/A with OCR as requested by the County (Auditor's and Assessor/Treasurer Offices require all converted documents to be delivered in multipage Group IV TIFF format).
15. Contractor will maintain a log of all images scanned and track progress through the entire project.
16. Breaks in sequence or missing volumes or other anomalies detected by Contractor will be logged (or communicated to the County for resolution) and submitted to the County for review.
17. Contractor will create quality reports for records with no index, records with incorrect index, and the number of submitted documents and pages versus the number of scanned documents and pages.

3.4 Indexing:

18. Images will be indexed as defined by the County and communicated to the Contractor.
19. Contractor will return documents with the delivered data when:
 - a. Records have no index
 - b. Records have an incorrect index where the index number does not conform to the expected format
20. Indexes will be structured to meet the import requirements of the applicable county system: the Pierce County Auditor's Recording System is Aumentum; the Assessor/Treasurer system is Oracle IPM Document Management; and the Sheriff and other Departments utilize Oracle Web Center Content version 11g, and SharePoint. The County will provide Contractor with all necessary specifications and examples of import requirements. To the extent compliance with the applicable import protocol requires unusual or extensive programming, the cost will be set forth in the applicable Work Order
21. Indexes will be checked for index quality and other critical information. The County will review a sampling of the indexes as part of its quality control of their digitized project. The Contractor will fix incorrect indexes.
22. Contractor shall provide a web Portal to view images and assign index information as needed. This will allow the County to perform image indexing and quality control. Images that are rejected will have a comment about the errors for correction.
23. If required by the County, Contractor shall geographically reference images. Geographic indexing requires the Contractor to geographically reference the image to the County's GIS database. The type of geographic reference will be different for each type of document and can consist of a reference to the range/township/section the document belongs in or meta data fields that contain the latitude/longitude (in State Plane coordinates, South zone) of a geographic point on the upper northeast corner of the map. The County can assist the proposer on creating fast methods to create these geographic references. The County will in any event provide an accurate and readable database for use by Contractor in connection with any such referencing requirement, and the cost of referencing shall be as provided in the applicable Work Order.

3.5 Performing quality control of image capture

The County will check delivered images for image quality and completeness. The County may review a sampling of the images as part of its quality control of the digitized project. The Contractor shall allow

the County to review the audit logs of the process and at a minimum the following milestones delivered, files prepped, files scanned, files delivered). Also:

24. At a minimum, the Contractor must perform the following during the quality control process:
 - a. Verification of media integrity, satisfactory ability to open and view digital files produced
 - b. Verification of accuracy of match of indexing taxonomies and syntax to those indexing and file naming structures specified by the County
 - c. View all digital image files produced by the Contractor at the appropriate resolution
 - d. Verification of compliance with the Image Quality Specifications
 - e. Note and identify any potentially missing or out of order pages/images
25. Image quality requirements:
 - Complete production of the record with skew not to exceed 2% from the original
 - Sufficient contrast between text and background and uniform density across the image, consistent when compared with original pages, which may have inconsistent contrast between text and background and uniform density across the image
 - Text legibility, including the smallest characters when compared to the original record
 - Absence of darkened borders at page edges having width exceeding 10% of the original per border
 - Characters reproduced at the same size as the original, individual line widths (thick, medium, and thin) render as faithfully
 - Absence of wavy and distorted text, unless present in the original image
 - The ability to add or change index information during the review process.
26. For illustrations, photographs and other graphics, the following attributes must be exhibited:
 - a. Capture of the range of tones contained in the original
 - b. Consistent rendering of detail in the light and dark portions of the image
 - c. Even gradation across the image
 - d. Absence of moiré patterns and other distorting elements unless present in the originals
 - e. The presence of significant fine detail as contained in the original
27. County quality control - Contractor will provide the County with a web based imaging viewing tool, which allows the County to:
 - a. View an image.
 - b. Accept or reject an image.
 - c. Enter database information about the rejected file such as:
 - i. Name of person rejecting the file
 - ii. Auto populate the date and time of rejection

- iii. Document a reason or purpose for the rejection – either in note form or select from a dropdown list
- d. Send rejected images to a “reject file” for delivery back to the Contractor for re-scanning (if re-scanning would remedy the identified issue).
- e. Ability to skip an image and only review a sampling, i.e. every 10th image

3.6 Data Import:

- 28. Contractor will deliver a complete set of images and the database of associated index values to the County for load into County systems in the format stated in the Work Order.
- 29. The Contractor and County shall work together to design efficient methods for applying metadata to reduce keystrokes and speed the project. This can include data extracts from existing County systems.

3.7 Handling and Receiving Requirements:

- 30. Documents require special handling and security practices by the Contractor to avoid loss or improper disclosure of information.
- 31. Special handling requirements include: storing documents in a safe, secure, dry location, and taking care in handling fragile documents.
- 32. Contractor will be responsible for any lost, stolen, or damaged original documents to the extent the loss, theft, or damage results from the negligence or willful misconduct of Contractor or its personnel.
- 33. Unless agreed otherwise, all records must be returned in the same order/organization and in no less than equal or better condition as they were when handed over to Contractor.
- 34. No unauthorized reproduction or duplication of any media produced by the Contractor is permissible. These documents could contain sensitive information such as personally identifiable information (PII), HIPAA data, medical information, or legal information.
- 35. Once the documents are in the hands of the Contractor, the Contractor becomes solely responsible for the security of the documents.
- 36. County agrees to provide Contractor with files and film that are free of mold, water, and otherwise acceptable for handling in an open office. To the extent any documents include mold, an additional charge will be included in the applicable Work Order.
- 37. Contractor shall deliver the converted digital data on solid state hard drives and the County is responsible for the cost of the solid state drives which will added to the work order. The Contractor shall return original documents at the same time. Transportation costs are described in Exhibit B.

3.8 Performance

- 38. The Contractor will provide the County on-site (County facilities) or State Archivist onsite image scanning services in the following manner:
 - a. There may be additional expense to the County for the onsite services as described in the cost for services section.
 - b. The County assumes no responsibility or liability for equipment, resources or services performed on site.

- c. Contractor is responsible to provide all equipment, resources and services for onsite imaging and document management/security while scanning is in progress.
 - d. Contractor shall adhere to all guidelines and rules of access to the facility.
 - e. The Contractor shall make every effort to not impact the work environment of other County or State Archivist offices.
 - f. The Contractor shall provide excellent customer service when onsite.
39. The Contractor shall perform a pilot project for a subset of each imaging product, based on specifications gathered and approved for each project. The pilot project shall test and verify the document pre-processing steps (delivery to scan), scanning, indexing and quality of the resulting images. The pilot shall be completed on delivery of a subset sample of data. Work to complete the pilot project shall be invoiced according to the rates attached.
40. The Contractor shall instruct County staff on the requirements for prepping documents for scanning. Contractor will return documents that are not sufficiently prepped for conversion in the next document delivery.
41. Contractor access to sensitive County documents must be limited to personnel who have successfully passed an FBI Background Check (CJIS - fingerprint background check with a "Clear" designation – the County can perform this check) for all staff working on law enforcement or Court documents.
42. The County and the Contractor shall agree to an image delivery schedule with weekly or bi-weekly deliveries and each delivery will have a similar number of images. Delivery will include:
- a. Documents for film returned after conversion
 - b. Data file for the converted records (on a hard drive)
 - c. Documents with a problem index or issue that could not be converted and need County attention or direction
 - d. Data file of records that were rejected from a previous delivery, for review and acceptance
43. The County and the Contractor shall agree on the timeframe to accept the images based on the schedule, generally defined to up to 30 days, and will not exceed the warranty period as defined above. Acceptance will be documented.
44. The Contractor will reprocess any images determined to be of poor quality within the time limits and in accordance with the criteria set forth in this Agreement. Any image deemed to be of poor quality shall be returned to the County for review within 14 days of notice from County.
45. The County will pay 90% of the invoice for delivered images and data, with the 10% held for retainage pending final acceptance by the County as provided herein.
46. With agreement by the County, the Contractor shall dispose of the documents in a secure and non-recoverable manner. If the County must retain the documents, the Contractor shall condition the documents as required (original condition, reassemble in the order and folders), and return the documents to the County, in the manner described. County shall provide clear instructions for disposal or return of documents, sufficiently in advance of each delivery so that Contractor may efficiently plan and implement the disposal or return program and any costs for reassemble will be included in the Work Order.

3.9 Project Management:

47. Contractor will assign a Project Manager for each conversion project. The Project Manager will initiate conference calls with the County to discuss the projects. Project Conference Calls will initially be held each week at the same time, for the first 12 weeks, and then be held as needed afterward and no less than monthly, at a regularly scheduled time. The County will assign a consistent Point of Contact for the Contractor to reconcile outstanding concerns.
48. The Contractor's Project Manager may not be changed without prior approval from the County. The County may request the Project Manager to be changed for good cause shown.
49. The County will provide a Project Manager for the contract and points of contract for each Work Order. Project issues may be escalated to the IT Director if necessary.
50. Project Manager will review status and project schedules with the County throughout the duration of the project: Image quality, Index accuracy, overall progress, update project timelines, payment milestones. The project will follow a formal change control process and changes in project scope, cost, or schedule must be approved by the County and Contractor.

3.10 Project Work Orders, Allowances and Change Orders

50. Work Orders: Document sets will be based on a record series or type of media. Each project will be defined by the records custodian and the document conversion requirements, pre-processing, transportation, scanning specifications, data delivery, schedules, quality control, data load to County systems, and payment will be documented in the Work Order. Each Work Order cost will be inclusive of all work necessary to complete and deliver the project as specified, and will be based on the Cost Proposal (Exhibit B). A Work Order template is shown in Attachment 1.
51. Allowances: The Work Order describes the most accurate understanding of the quantities of work and types of services to be performed by the Contractor for a specific County project. In some instances, it may not be possible to quantify the exact resources requires for a function and in these cases an additional set-aside amount of funds are allocated as an "allowance". The allowance sets aside funds for the purpose of a service.
 - a. Contractor shall track the number of hours or dollars expended on the particular allowance item, and make such information available to County upon request. If the total number of hours or dollars required to complete a specific allowance task is less than the figure specified below, then County shall receive a credit for the unused allowance.
 - b. The Contractor will notify the County in advance, if the total number of hours or dollars required to complete the task exceeds the Allowance specified. After pre-approval from the County, the County shall pay Contractor the additional amount, which shall be set forth in a written invoice.
52. Change Orders: Customer may request additional services or changes to existing a Work Order after this Work Order has been executed. Likewise, Contractor may propose modifications to this Work Order to address changed circumstances or conditions discovered after initiation of work. The Change Order should only be used in the unlikely event that the scope changes or unexpected additional services are needed to complete the project.
 - a. A Change Order shall not be used to subvert the Work Order.

- b. Any such request or proposal shall be a written change order (each a “**Change Order**”) describing the additional work, change in scope, or other modification; resultant adjustment in compensation; change in the work schedule, or anticipated delay in completion of the work described in the Work Order; and any other details necessary to fully convey the changed terms.
- c. Change Order will be documented in the Form shown in Attachment 2.
- d. Change orders are binding on either party when signed by an authorized representative of Contractor or County.
- e. Unless a Change Order establishing a different payment method has been prepared in writing and signed by both parties, the cost to the Customer of processing or completing a Change Order shall be calculated on terms consistent with the underlying Work Order and the Master Services Agreement. Contractor is only responsible to complete additional work when reflected in a written Change Order.
- f. The estimated period for completion of the additional work shall automatically extend as necessary to complete additional work requested by Customer.

3.11 Document Load into County System

The Contractor shall assist the County with the converted image data loading into County systems. The Contractor will provide index information in a data structure-like format that can be uploaded to County systems. The Contractor shall invoice work for consulting and deliverable structuring as part of the Work Order, not as an additional invoice.

EXHIBIT "B"
(COMPENSATION)

1. **Process:** County will provide a description of the work to be performed in connection with each discrete project. County and Contractor shall collaborate to develop a Work Order for that project, based upon the foregoing Agreement and its attachments. When the Work Order has been approved by both County and Contractor, Contractor shall initiate work and shall invoice work in increments, based on the delivery schedule and the County only pays for accepted work product. Each invoice shall be paid, subject to retainage, as provided below.
2. **Allowances.** Contractor shall track the number of hours or dollars expended on the particular allowance item, and make such information available to County upon request. If the total number of hours or dollars required to complete a specific allowance task is less than the figure specified below, then County shall receive a dollar credit for the unused allowance. The Contractor will notify the County in advance, if the total number of hours or dollars required to complete the task exceeds the figure specified. After pre-approval from the County, the County shall pay Contractor the additional amount, which shall be set forth in a written invoice.

3. **Invoicing:**

Invoices are to be submitted to:

Pierce County Information Technology
Sandi Roberts, Fiscal Services Manager
615 S 9th ST, Suite 300
Tacoma WA 98405

Upon timely review and approval by IT Director or the appropriate review and approval within the project department, payment will be processed during the County's weekly warrant issue.

All invoices shall be paid within thirty (30) days of presentation by Contractor. Any invoice not timely paid shall accrue interest at the rate of twelve percent (12%) per annum from the original due date until paid in full. In the event County fails, without excuse, to pay any invoice within the foregoing thirty-day period, Contractor may, without limiting any other remedy available under this Agreement or under applicable law, suspend all pending work until such time as the outstanding invoice is paid in full (and in such event, all time periods for completion shall be appropriately adjusted to account for the period of suspension and a reasonable time for re-mobilization).

4. **Payments:**

Payments are made for fully accepted images reflected in the acceptance documents. Payment may be made on partial deliveries.

5. **Retainage:**

Retainage is 10% of the Work Order value. Retainage on each Work Order shall be paid within thirty (30) days after Contractor's delivery of the last file or image covered by that Work Order; provided, that if County has timely rejected a delivery as required by this Agreement, then retainage shall be paid within thirty (30) days after Contractor has remedied the rejection and all files have been accepted for that Work Order.

RFP 1373 – Contractor Pricing Table

Contractor will modify its published pricing in Table 1 to that shown in Pierce County Cost Model (Table 2) for this contract, in return for the County’s agreement to process estimated 1 million images during the first year of the project with an expected cost of \$170,000 if the project is completed in the 2015 budget year.

SKU	Format	Type	Imaging Price Per Image
FS001	Non-Silver Microfilm Images	16 mm	0.0130
FS002	Non-Silver Microfilm Images	16 mm	0.0170
FS003	Non-Silver Microfilm Images	35 mm	0.0140
FS004	Microfiche	Quality 3	0.0800
FS005	Microfiche	Quality 2	0.0700
FS006	Microfiche (Jacketed)	Quality 2	0.0700
FS007	Microfiche (Jacketed)	Quality 3	0.0800
FS008	Sewn books	N/A	0.5000
FS009	Maps / Plats	Vellum/ Paper	0.8000
FS010	Maps / Plats	Larger than 18 x 24	0.8000
FS011	Loose Paper	Letter	0.0550
FS012	Loose Paper	Legal / Other	0.0650

Table 1 – Standard Pricing	Rate	Unit
Freedoc Imaging Viewing and Quality software license (yearly, concurrent license)	\$400	Per user
Document / Microfilm Preparation, and or Reassembly	\$ 26.00	per hour
Manual Frame Detection	\$ 26.00	per hour
Open Book Scanning	\$ 0.90	per page
Book De-binding and re-binding	Market	TBD
Microfilm Security Reels	\$ 0.05	per image
Document Reconstruction requiring research	\$ 36.00	per hour
Key Data Entry	\$ 36.00	per hour
Post-processing services, Titling, File Migration, etc.	\$ 36.00	per hour
Pick-up, per location, Chain of Custody/Work Order	\$ 59.00	each
File Requests	\$ 25.00	each
Uplift fee for On-Site System Operation	\$ 200.00	per day
Development of Syntax Load File	\$ 125.00	per hour
Development of Regular Expression Indexing	\$ 175.00	per hour
Custom Code Development	\$ 325.00	per hour
Lean Business Process Consulting & Design	\$ 150.00	per hour

Pierce County Cost Model (Table 2)	Rate	Measure
PROJECT SETUP		
Write-up Project Scope and consulting on project scope of work including iterations (one-time fee based on hourly rate not to exceed \$1,000)	\$ 97.50	Per hour
MICROFILM AND MICROFICHE		
Microfilm preparation and or reassembly	\$ 16.90	Per hour
Microfilm – Non Silver 16mm	\$ 0.0085	Per image
Microfilm – Non Silver 35 mm	\$ 0.0091	Per image
Microfiche	\$ 0.0455	Per image
Microfiche Jacketed	\$ 0.0455	Per image
Microfiche Sewn Books	\$ 0.325	Per image
Silver Microfilm Security Reels	\$ 0.040	Per image
Manual frame detection (only if needed, FreeDoc software performs this work in an automated way, requires prior approval from the County)	\$ 16.90	Per hour
PAPER RECORDS		
Document Prep for scanning (removing staples, stickies, paper clips)	\$ 16.90	Per hour
Paper – Maps/Plats	\$ 0.520	Per document
Paper – Maps/Plats greater than 18x24	\$ 0.520	Per document
Paper – Loose letter	\$ 0.0358	Per document
Paper – Loose Legal/Other	\$ 0.0423	Per document
Document Re-assemble (replace staples, stickies, paper clips)	\$ 16.90	Per hour
Open Book Scanning	\$ 0.59	Per page
Book De-bindery and re-binding	Market	
Document reassembly or reconstruction requiring search (requires prior approval from the County)	\$ 23.40	Per hour
INDEXING AND OCR SERVICES		
Development of regular expression indexing	\$ 113.75	Per hour
Index Single Point Assuming 800 indexes of 5 characters per hour – cost of 0.026 per single point index per image	\$ 32.00	Per hour
Index 3-5 Point	\$ 32.00	Per hour
Metadata fields (6 fields)	\$ 0.35	Per document
Key Data Entry - per hour	\$ 23.40	Per hour
Geographic Index Reference	\$ 32.00	Per hour
Optical Character Recognition (OCR)	\$ 0.0030	Per document
PRODUCTION SERVICES		
Freedoc Imaging Viewing and Quality software license (yearly, unique ID)	\$400.00	Per license
Post processing services, file naming, file delivery preparation, migration (maximum time 3 hour per delivery without prior approval from the County)	\$ 23.40	Per hour
Transportation (delivery of data or pickup docs)	\$ 38.35 and .40/mile	Per trip
Offsite fee (capturing documents at the State Archives or at County facilities)	\$ 130.00	Per day
Development of Syntax Load File for Records Systems: Aumentum, Oracle IMP, Oracle 11g, Sharepoint	\$ 81.25	Per hour
File Requests - per request	\$ 16.25	Per hour
Custom software code development	\$ 212.25	Per hour
Document disposal – based on the services and costs required	Tbd	Tbd
Lean Business Process consulting and design	\$ 97.50	Per hour
Notes/Assumptions for Pricing		
FreeDoc pricing is based on a volume discount		
FreeDoc index pricing for film is per roll. Assumes 2,500 images per roll.		
FreeDoc index pricing for fiche is per jacket. Assumes 65 images per jacket.		
FreeDoc index pricing for bound books is per book. Assumes 100 pages per book.		
FreeDoc index pricing for paper assumes 20 pages per document.		
FreeDoc single index based on estimate of an average of 800 indexes of 5 characters each per hour.		
Pricing includes project management, quality control, quality reporting and issue resolution.		

EXHIBIT "C" CONTRACT COMPLIANCE FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES

Revised 3/10

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this Agreement, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this Agreement, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. E-VERIFY DECLARATION

Pierce County requires that all businesses which contract with the County for contracts in excess of \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the Agreement. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the Agreement. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Purchasing Department's website located at www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?did=95668&dnum.

The Federal E-Verify Program is a web based application and can be accessed at www.dhs.gov/everify.

E. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the Agreement. Submit the completed form with the proposal documents.

4. E-Verify Declaration: Contractor shall submit with proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this Agreement at any of Contractor's establishments.

The Contractor further certifies that none of the Contractor's employees are permitted to perform their services at any location under the Contractor's control during the life of this Agreement where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The Contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of Spokane

As an authorized representative of the firm of FRIX Technologies LLC dba FreeDoc, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debaring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

BY: [Signature]
TITLE: PRESIDENT

DATE: 8/7/15

**SUBCONTRACTORS PARTICIPATION FORM
FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAS**

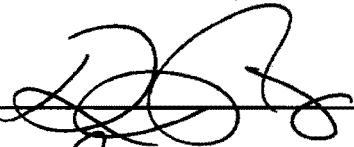
Check appropriate statement below:

- Our firm will perform all contracted scope of work tasks.
- Our firm will subcontract a portion of the work tasks. The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY:  DATE: 8/7/15

TITLE: PRESIDENT PHONE: 425-977-4222 x301

PERSONNEL WORKFORCE DATA FORM

FIRM NAME FRIX Technologies LLC dba FreeDoc

ADDRESS 19015 36th AVE W, Suites A, B, C

CITY, STATE, ZIP Lynnwood WA 98036

PHONE 425 – 977-4222, ext. 301

PROJECT Microfiche/Microfilm/Paper Conversion to Digital Documents

PROJECT # RFP 1373

CONTRACT WORK HOURS (if applicable) 7am – 11pm, Monday – Saturday as needed

TYPE OF SERVICE PROVIDED Records conversion, system and data integration

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICIAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management	1													
Professionals	2													
Technicians	3	1												
Administrative		1												
Other	1													
TOTALS	7	2												

**ATTACHMENT 1
(Example)
Work Order #__**

This scope details the Services that Frix Technologies, LLC, dba FreeDoc (herein, "FreeDoc") will perform for the County under the terms of Exhibit A ("General Project Scope") and Exhibit B ("Cost Proposal") of Contract No. _____. This Work Order #__ is entered into as of the later of the dates beneath the parties' signatures below (the "Effective Date") and incorporates by reference the Master Services Agreement, including its Exhibits A, B, C, and D and Attachment 1 between Pierce County ("Customer") and FreeDoc ("Contractor" or "FreeDoc"). In the event of a conflict between the terms of this Work Order #__ and the terms of the Agreement, the terms of this Work Order #__ shall prevail.

FreeDoc will provide document conversion services as listed in this Exhibit A and Exhibit B. If the County wishes to secure additional services to convert additional records not included in this Work Order, FreeDoc will provide a proposal for such services and develop a separate Work Order based on the terms and pricing in Exhibit A and Exhibit B. This Work Order may be amended with a Change Order which may include additional services and costs for service.

The Work Order describes the most accurate understanding of the quantities of work and types of services to be performed by the Contractor for a specific County project. In some instances, it may not be possible to quantify the exact resources requires for a function and in these cases the estimated service should be considered an "allowance". The allowance sets aside funds for the purpose of a service. In the event, the allowance is not fully used a credit will be given to the County in the amount of the allowance not used. If service in excess of the allowance is needed there will be an additional hourly fee with prior agreement from the Contractor and the County.

Project Contacts:

County

Name Phone Email

FreeDoc

Name Phone Email

Scope:

a. Purpose of the Project

b. Project Description

c. Project Specifications

	Document Information	Detail	Comment
1	Description		
2	Document Location		
3	Document Size (8.5x11, 16mm, etc)		
4	Media Type		
5	Number of Images		
6	Scanning: DPI resolution		
7	File Format (TIFF, PDF)		
8	Chroma: Color or B/W		
9	Index Values		
10	Index Description		
11	Geographic Index (yes/no)		
12	OCR (yes/no)		
13	System Data Load (name)		
14	Location of Scanning (County, State, FreeDoc)		
15	Post scanning handling (dispose, return)		
16	Other:		

d. Document Prep Description (describe the condition, source and storage environment of the documents, in folders, folded, rolled, glued, foldered, clipped folders ACCO, stapled, or bound e.g. reports or books)

e. Pilot Project Description

f. Index Values Field Name, Data Type (Numeric, Alpha, Alpha-numeric), Field Structure / syntax

	Field Name	Type	Structure
1			
2			
3			

Notes: Explain additional requirements such as 'leading zeros', 'fixed length or structured fields, etc.

g. Additional Work Order Requirements

2. Scheduling, Stages and Deliverables:

- a. Project Start Date: _____
- b. Pilot Delivery: _____
- c. Production Start Date: _____
- d. Estimated End Date: _____
- e. Delivery Schedule (frequency and amount): _____

3. Services and Compensation: (where services will not be needed mark with NA)

Pierce County Cost Model (Table 2)	Rate	Measure	Quantity	Cost
PROJECT SETUP				
Write-up Project Scope and consulting on project scope of work including iterations (one-time fee based on hourly rate not to exceed \$1,000)	\$ 97.50/hr	Max \$1,000		
MICROFILM AND MICROFICHE				
Microfilm preparation and or reassembly	\$ 16.90	Per hour		
Microfilm – Non Silver 16mm	\$ 0.0085	Per image		
Microfilm – Non Silver 35 mm	\$ 0.0091	Per image		
Microfiche	\$ 0.0455	Per image		
Microfiche Jacketed	\$ 0.0455	Per image		
Microfiche Sewn Books	\$ 0.325	Per image		
Silver Microfilm Security Reels	\$ 0.040	Per image		
Manual frame detection (only if needed, FreeDoc software performs this work in an automated way, requires prior approval from the County)	\$ 16.90	Per hour		
PAPER RECORDS				
Document Prep for scanning (removing staples, stickies, paper clips)	\$ 16.90	Per hour		
Paper – Maps/Plats	\$ 0.520	Per document		
Paper – Maps/Plats greater than 18x24	\$ 0.520	Per document		
Paper – Loose letter	\$ 0.0358	Per document		
Paper – Loose Legal/Other	\$ 0.0423	Per document		
Document Re-assemble (replace staples, stickies, paper clips)	\$ 16.90	Per hour		
Open Book Scanning	\$ 0.59	Per page		
Book De-bindery and re-binding	Market			
Document reassembly or reconstruction requiring search (requires prior approval from the County)	\$ 23.40	Per hour		
INDEXING AND OCR SERVICES				
Development of regular expression indexing	\$ 113.75	Per hour		
Index Single Point	\$ 32.00	Per hour		
Index 3-5 Point	\$ 32.00	Per hour		
Metadata fields (6 fields)	\$ 0.35	Per document		
Key Data Entry - per hour	\$ 23.40	Per hour		
Geographic Index Reference	\$ 32.00	Per hour		
Optical Character Recognition (OCR)	\$ 0.0030	Per document		
PRODUCTION SERVICES				

Freedoc Imaging Viewing and Quality software license (yearly, with unique user ids)	\$400.00	Per license		
Post processing services, file naming, file delivery preparation, migration (maximum time 3 hr per delivery without prior approval from the County)	\$ 23.40	Per hour	Allowance 2 hrs/delivery	
Solid state disc drive for transporting data	Call IT for pricing			
Transportation (delivery of data or pickup docs)	\$ 38.35 and .40/mile	Per trip		
Offsite fee (capturing documents at the State Archives or at County facilities)	\$ 130.00	Per day		
Development of Syntax Load File for Records Systems: Aumentum, Oracle IMP, Oracle 11g, Sharepoint	\$ 81.25	Per hour		
File Requests - per request	\$ 16.25	Per hour		
Custom software code development	\$ 212.25	Per hour		
Document disposal – based on the services and costs required	Tbd	Tbd		
Lean Business Process consulting and design	\$ 97.50	Per hour		
ALLOWANCE ITEM	Rate	Measure	Quantity	Cost
TOTAL WORK ORDER COST				

4. Professional Fee Payment Schedule:

Stage	Startup Payment	Pilot Payment	Production Payments: Incremental Delivery of Accepted Scanned Images	Final Payment: Retainage
Invoice Event	Executed Work Order & Schedule	Completion of Pilot Project	Acceptance of a delivery of scanned images	Completion of Work Order scanning/delivery of all rejected files in an accepted state
Percent	10%	10%	70%	10%
Service Fee				

Agreement Signatures

The undersigned represent and warrant that they are authorized to bind their respective party to this Work Order:

FRIX TECHNOLOGIES, LLC, a Washington limited liability company:

Name

Signature

Title of Signatory Authorized by Firm Bylaws

Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

PIERCE COUNTY:

Approved as to legal form only:

Deputy Prosecuting Attorney
Date

Recommended:

Budget and Finance
Date

Approved:

IT Department Director Date

Approved:

Department Director Date

Pierce County Executive (\$250,000 or more) Date

**ATTACHMENT 2
(Example)
Change Order #__**

This scope details the Services that Frix Technologies, LLC, dba FreeDoc (herein, "FreeDoc") will perform for the County under the terms of Exhibit A ("General Project Scope") and Exhibit B ("Cost Proposal") of Contract No. _____. This Change Order #__ to Work Order #__ is entered into as of the later of the dates beneath the parties' signatures below (the "Effective Date") and incorporates by reference the Master Services Agreement, including its Exhibits A, B, C, and D and Attachment 1 between Pierce County ("Customer") and FreeDoc ("Contractor" or "FreeDoc"). In the event of a conflict between the terms of this Change Order #__ and the terms of the Agreement, the terms of this Change Order #__ shall prevail.

FreeDoc will provide document conversion services as listed in this Exhibit A and Exhibit B. If the County wishes to secure additional services to convert additional records not included in this Work Order, FreeDoc will provide a proposal for such services and develop a separate Work Order based on the terms and pricing in Exhibit A and Exhibit B. This Work Order may be amended with a Change Order which may include additional services and costs for service.

The Work Order describes the most accurate understanding of the quantities of work and types of services to be performed by the Contractor for a specific County project. In some instances, it may not be possible to quantify the exact resources requires for a function and in these cases the estimated service should be considered an "allowance". The allowance sets aside funds for the purpose of a service. In the event, the allowance is not fully used a credit will be given to the County in the amount of the allowance not used. If service in excess of the allowance is needed there will be an additional hourly fee with prior agreement from the Contractor and the County.

Scope:

a. Purpose of the Change

b. Change Description

c. Change Specifications

5. Change Schedule and Deliverable Impact:

a. Schedule: _____

b. Delivery: _____

c. Deliverables: _____

6. Services and Compensation: (where services will not be needed mark with NA)

Pierce County Cost Model (Table 2)	Rate	Measure	Quantity	Cost
PROJECT SETUP				
Microfilm preparation and or reassembly	\$ 16.90	Per hour		
Microfilm – Non Silver 16mm	\$ 0.0085	Per image		
Microfilm – Non Silver 35 mm	\$ 0.0091	Per image		
Microfiche	\$ 0.0455	Per image		
Microfiche Jacketed	\$ 0.0455	Per image		
Microfiche Sewn Books	\$ 0.325	Per image		
Silver Microfilm Security Reels	\$ 0.040	Per image		
Manual frame detection (only if needed, FreeDoc software performs this work in an automated way, requires prior approval from the County)	\$ 16.90	Per hour		
PAPER RECORDS				
Document Prep for scanning (removing staples, stickies, paper clips)	\$ 16.90	Per hour		
Paper – Maps/Plats	\$ 0.520	Per document		
Paper – Maps/Plats greater than 18x24	\$ 0.520	Per document		
Paper – Loose letter	\$ 0.0358	Per document		
Paper – Loose Legal/Other	\$ 0.0423	Per document		
Document Re-assemble (replace staples, stickies, paper clips)	\$ 16.90	Per hour		
Open Book Scanning	\$ 0.59	Per page		
Book De-bindery and re-binding	Market			
Document reassembly or reconstruction requiring search (requires prior approval from the County)	\$ 23.40	Per hour		
INDEXING AND OCR SERVICES				
Development of regular expression indexing	\$ 113.75	Per hour		
Index Single Point	\$ 32.00	Per hour		
Index 3-5 Point	\$ 32.00	Per hour		
Metadata fields (6 fields)	\$ 0.35	Per document		
Key Data Entry - per hour	\$ 23.40	Per hour		
Geographic Index Reference	\$ 32.00	Per hour		
Optical Character Recognition (OCR)	\$ 0.0030	Per document		
PRODUCTION SERVICES				
Freedoc Imaging Viewing and Quality software license (yearly, unique ID)	\$400.00	Per license		
Post processing services, file naming, file delivery preparation, migration (maximum time 3 hr per delivery without prior approval from the County)	\$ 23.40	Per hour	Allowance 2 hrs/delivery	
Transportation (delivery of data or pickup docs)	\$ 38.35 and .40/mile	Per trip		
Offsite fee (capturing documents at the State Archives or at County facilities)	\$ 130.00	Per day		
Development of Syntax Load File for Records Systems: Aumentum, Oracle IMP, Oracle 11g, Sharepoint	\$ 81.25	Per hour		
File Requests - per request	\$ 16.25	Per hour		
Custom software code development	\$ 212.25	Per hour		
Document disposal – based on the services and costs required	Tbd	tbd		
Lean Business Process consulting and design	\$ 97.50	Per hour		
TOTAL CHANGE ORDER COST				

Agreement Signatures

The undersigned represent and warrant that they are authorized to bind their respective party to this Work Order:

FRIX TECHNOLOGIES, LLC, a Washington limited liability company:

Name

Signature

Title of Signatory Authorized by Firm Bylaws

Address:

Contact Name:

Contact Phone:

Contact Email:

PIERCE COUNTY:

Approved as to legal form only:

Deputy Prosecuting Attorney Date

Recommended:

Budget and Finance Date

Approved:

IT Department Director Date

Approved:

Department Director Date

Pierce County Executive (\$250,000 or more) Date