**MASTER AGREEMENT USER INSTRUCTIONS**

**FOR STATEWIDE DIGITIZING JUDICIAL BRANCH RECORDS**

**STRIA, LLC MA-202005**

These User Instructions are provided for the Statewide Digitizing Judicial Branch Records (Imaging Services) with Stria, LLC. 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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| **Stria’s Key Personnel are listed below:** **Project Manager:** Rachel Avery, Director of Project Management ravery@stria.com 661-617-6601 x108 office 661-972-0982 mobile**Escalations:**Stephen Hetblack, Regional Director of HQshetblack@stria.com  661-617-6601 x 113 office661-304-4785 Rory Banks, VP of Operationsrbanks@stria.com661-617-6601 x 102 office661-283-5430 mobile**Billing/Accounting Information:**Barbara Foster, Billing Managerbfoster@stria.com661-617-6601 x112 office661-549-2986 mobile |
| **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-202005****Stria, LLC was acquired by Bitwise Technology Consulting, LLC, a California limited liability company (“Bitwise’)** through a change of ownership. Please see Amendment #1 for details.The business will continue to operate under the Stria name and the Stria staff will continue with Bitwise.  |

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. **Assignment of Contract from Stria to Bitwise – Courts that signed a Participating Addendum with Stria must sign a separate** **Participating Addendum Amendment (please see separate attachment on Procurement Services website).**

If the participating court would like to use a template similar to the JCC form **(Participating Addendum Amendment)**, they may do so. The court can also sign a separate Stria’s consent form.  (Please see Attachment A - Sample Contract Assignment Consent Request Form from Stria on the procurement services website). The consent form will only be applicable to the Participating Entities and each one will have to execute their own.  Stria will have to reach out to each participating court to have them execute its own consent form under that court’s Participating Addendum.

1. **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 key personnel to be assigned, along with their job classification, if applicable, and an attestation by Contractor that it can and will account for any employee, Subcontractor, or agent performing any Work if requested by the JBE;
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.

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| **Task Name** | **Task Description** |
| 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. |
| 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. |
| 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. |
| 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. |
| 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. |

**C.** Additional Terms.(The Participating Entity and Contractor may agree and wish to include the following in this Exhibit 4, Statement of Work)

1. Timeline and Milestones. (any specific timelines for Tasks and/or any projected milestones, if Tasks are divided into discrete segments)
2. 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)
3. Personnel. (the Contractor’s Project Lead and Participating Entity’s Project Manager and the respective party’s key personnel to be assigned to the Work, along with their job classification, as well as an attestation by Contractor that it can and will account for any employee, Subcontractor, or agent performing any Work if requested by the JBE)
4. Ordering Process. (any ordering process specific to the Participating Entity)
5. Miscellaneous. (additional information, terms and conditions, e.g., information regarding Deliverables)
6. **Fees and Payment Terms**
7. **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 |  $0.058  | 1% discount for every million images processed, capped at a 5% discount for 5 million images and above.  | Assumes work conducted onsite at JBE location. Services includes all 22 steps outlined in Stria's document conversion methodology including, but not limited to, file preparation, scanning, indexing / tagging, 100% image quality assurance, 100% data validation, OCR, delivery, etc. |
| 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 |  $0.035  | 1% discount for every million images processed, capped at a 5% discount for 5 million images and above.  | Assumes work conducted offsite at Stria's world class processing center located in Bakersfield, California. Services include all 22 steps outlined in Stria's document conversion methodology, including, but not limited to, file preparation, scanning, indexing / tagging, 100% image quality assurance, 100% data validation, OCR, delivery, etc. |
| 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 |  $0.055  | 1% discount for every million images processed, capped at a 5% discount for 5 million images and above.  | Assumes work conducted onsite at JBE location. Services include 20 of the steps outlined in Stria's 22 step document conversion methodology including, but not limited to, file preparation, scanning, 100% image quality assurance, OCR, delivery, etc. Excludes indexing / tagging of documents. |
| 1.4 | Records Imaging Service 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 |  $0.032  | 1% discount for every million images processed, capped at a 5% discount for 5 million images and above.  | Assumes work conducted onsite at Stria's world class processing center located in Bakersfield, California. Services include 20 of the steps outlined in Stria's 22 step document conversion methodology, including but not limited to, file preparation, scanning, 100% image quality assurance, OCR, delivery, etc. Excludes indexing / tagging of documents. |
| **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 | $80.00 |   | Assumes 40 boxes per pallet, plus a charge of $1.50 per mile. Additional boxes billed at $2.00 per box.  |
| 2.2 | Pickup of records from site—boxed | Cost to pick up labeled and indexed bankers boxes from the JBE storage location. | Per box | $3.00 |   | Assumes less than 40 boxes, plus a charge of $1.00 per mile. |
| 2.3 | Pre-pickup preparation  | Cost to perform pre-production preparation and packing of documents for imaging for transfer to the Contractor's work site (includes indexing the files being packed). | Per hour | $22.00 |   |   |
| 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 | Included Standard Processing |   |   |
| 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 | Included Standard Processing |   |   |
| 2.6 | Records destructions post delivery | Cost to destroy documents (e.g., shredding) at the Contractor's location. | Per box | $4.00 | 1% discount for every 1000 boxes destroyed, capped at a 5% discount for 5000 or more boxes destroyed.  |   |
| 2.7 | Special handling | Cost of imaging fragile documents or other categories of documents that require special processing. | Per image | Included Standard Processing |   | Assumes sheet fed scanner can be used. |
| 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 | Included Standard Processing |   | Assumes sheet fed scanner can be used. |
| 2.9 | Confidential records | Cost for imaging confidential records. | Per image | Included Standard Processing |   |   |
| 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 | Included Standard Processing |   | Assumes sheet fed scanner can be used. |
| 2.11 | Fingerprint cards | Cost for digitizing Fingerprint Forms | Per image | Included Standard Processing |   | Assumes sheet fed scanner can be used. |
| 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 | Included Standard Processing |   |   |
| 2.13 | Color imaging | Cost of imaging records in color. | Per image | $0.045  | 1% discount for every million images processed, capped at a 5% discount for 5 million images and above.  | Color images are billed at 1.4x list price. Color imaging is extremely rare. Less than 0.1% of the 100 million images processed for prior JBE's required color imaging. Pricing is for offsite color imaging. Onsite color imaging is $0.07 per image. |
| 2.15 | Microfiche | Cost to image microfiche. | Per jacket |  $12.60  | 1% discount for every million images processed, capped at a 5% discount for 5 million images and above.  | Pricing is $0.042 per image with minimum of 300 images per jacket. |
| 2.16 | Microfilm | Cost to image microfilm. | Per roll |  $12.00  | 1% discount for every million images processed, capped at a 5% discount for 5 million images and above.  | Pricing is 0.030 per image with minimum of 400 images per roll.  |
| 2.17 | Bound books | Cost to image books bound. | Per page |  $0.050  | 1% discount for every million images processed, capped at a 5% discount for 5 million images and above.  | Assumes use of sheet fed scanner with unbinding / rebinding or use of a book scanner. |
| 2.18 | Unbound books | Cost to image books unbound. | Per page |  $0.035  | 1% discount for every million images processed, capped at a 5% discount for 5 million images and above.  | Assumes use of sheet fed scanner with unbinding / rebinding or use of a book scanner. |
| 2.19 | Storage medium other than paper | Cost to image non-paper records. | Per image |  $0.075  | 1% discount for every million images processed, capped at a 5% discount for 5 million images and above.  |   |
| 2.20 | Empty boxes | Return empty boxes to Participating Entity for reuse. | Per box | $2.00  | 1% discount for every million images processed, capped at a 5% discount for 5 million images and above.  | There is no mileage charge if boxes are being returned to location where full boxes are being picked-up. Otherwise a charge of $1.50 per mile will be applied. |
| 2.21 | Indexing—Onsite | Include an associated index of metadata for import and retrieval purposes | Per discrete metadata field per document1 | Included Standard Processing |   | Metadata formatted for any content management or case management application. Participating Entity will provide import specifications.  |
| 2.22 | Indexing—Offsite | Include an associated index of metadata for import and retrieval purposes | Per discrete metadata field per document1 | Included Standard Processing |   | Metadata formatted for any content management or case management application. Participating Entity will provide import specifications. |
| **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 | Record boxes | New boxes with lid provided for use.  | Per new box provided | $4.00 | 1% discount for every 1000 boxes provided, capped at a 5% discount for 5000 or more boxes provided. | Does not include loading files into boxes. Only includes box with lid. |
| 3.2 | Exception handling | Documents that require non-standard processing (flat-bed scanning, photocopying, etc.) are considered an exception. | Per item | $0.075 |   |   |
| 3.3 | Engineering services | Advanced software development or integration programming | per hour | $175.00 |   |   |
| (1) | For example, if the JBE requires 3 metadata fields for indexing: casenumber.firstname.lastname then the cost for indexing 5 documents would be: Cost \* 3 \* 5 |  |

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 services provided and within thirty (30) days of the accepted Work. Billing shall cover services not previously invoiced. JBEs 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.