

GILA COUNTY

**NOTICE OF REQUEST FOR PROPOSALS-REBID
092815**

DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member**

COUNTY MANAGER

Don E. McDaniel Jr.



**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 092815-REBID
DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE**

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide scanned images of the official recorded documents of Gila County from 1969-1997.

SUBMITTAL DUE DATE: Thursday, January 21, 2016 11:00 AM

RETURN PROPOSAL TO: Gila County Finance Department
Attn: Jeannie Sgroi, Contracts Administrator
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501

NOTICE IS HEREBY GIVEN, that sealed competitive proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Finance at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposals.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The county takes no responsibility for informing recipients of changes to the original solicitation document. It is the offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

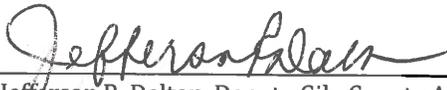
The board of supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the office of the clerk of the Gila County Board of Supervisors, Globe.

Arizona Silver Belt advertisement dates: **December 23, 2015 and December 30, 2015**

Signed: 
Michael A. Pastor, Chairman, Board of Supervisors

Date: 12-15-15

Signed: 
Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: 12-15-15

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DEFINITION OF TERMS

CD. Compact Disc – a small plastic disc on which music or other digital information is stored, and from which the information can be read using reflected laser light.

DPI. Dots per inch.

File Compression. File compression is a data compression method in which the logical size of a file is reduced to save disk space for easier and faster transmission over a network of the Internet. It enables the creation of a version of one or more files with the same data at a size substantially smaller than the original file.

JPEG. Joint Photographic Experts Group – a format for compressing image files – a graphic image created from a range of compression qualities. JPEG is an ISO/IEC group of experts that develops and maintains standards for a suite of compression algorithms for computer image files.

Microfilmed Images. Also known as microphotography.

1. Microfilm is film on which tiny photographs of printed materials are stored.
2. Film on which documents, printed pages, etc. Are photographed in a reduced size for convenience in storage and transportation; enlarged prints can be made from such film, or the film can be viewed by projection.
3. Reproduction on microfilm.
4. A film on which printed materials are photographed at greatly reduced size for ease of storage.
5. A reproduction on this kind of film.

Microfische Cards. A flat sheet of microfilm in a form suitable for filing, typically measuring 4 by 6 inches and containing micro reproductions, as of printed or graphic matter in a grid pattern.

Positive and Negative Images. A positive image is a normal image. A negative image is a total inversion, in which light areas appear dark and vice versa.

SFTP. Secure File Transfer Protocol – a network protocol that provides file access, file transfer, and file management over any reliable data stream.

TIFF. A format for image files. A common format for exchanging raster graphics (bitmap) images between application programs, including those used for scanned images.

USB Drive. An external hard disk drive or optical disk drive that plugs into the USB port.

SCOPE OF SERVICES

SCOPE:

It is the intention of Gila County to award a contract to a qualified contractor for document scanning and conversion services. The Gila County Recorder has an estimated 1,000,000 microfilmed images that need to be scanned, enhanced, and uploaded into the official Gila County Recording System, also known as Tyler Technologies – Eagle. With the completion of this project, all recorded documents from 1969 to present will be online and available to the public.

Contractor agrees to hold Gila County data in strict confidence. Contractor shall not use or disclose Gila County data, except as permitted or required by this Contract, as required by law, or as otherwise authorized, in writing, by an authorized agent of Gila County. Contractor agrees that it will protect the data according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

METHOD OF APPROACH:

The offeror shall provide a narrative response to each question that demonstrates the understanding of the Scope of Work and describes the offeror's comprehensive method for providing the services stated in this solicitation. Within the offeror's response, the narrative shall include:

Project Consulting and Job Plan:

The offeror shall assume the services will be provided for a Customer who has never managed a document imaging project. With that assumption, the offeror shall describe how it will consult with the customer on its proposed job, including the types of questions the offeror will ask to best understand the project, the suggestions the offeror may make to help the customer obtain the proper outcome at the most effective cost, etc. Please provide a blank job-plan template for review. This template shall confirm the offeror's understanding of the requirements of a job plan that shall be presented to such a customer for the requested service.

On-Site and Off-Site Performance:

The offeror shall describe how it plans to work with the customer's storage facility for the imaging work which will take place at the storage facility. Topics should include, but are not limited to; movement of equipment, power required, space required, security on site, job-force background checks, and supervision; it shall also explain how the offeror will minimize the impact on customer and storage facility operations and will meet the facility's special security requirements.

Secure Transportation:

The offeror shall describe how it plans to manage and control the customer's film from pickup at the storage facility site through the return of the film to the storage facility. Include an explanation of any additional measures your organization takes which demonstrates your commitment to the safety and security of the customer's records.

Control and Storage of Records throughout the Imaging Process:

Describe the flow of the microfilm through the scanning and imaging process and how you ensure that all records are processed, controlled, and securely stored while in your possession. This should include a description of any tracking software you use.

Progress Reports:

Provide a template document of a standard progress report that will be provided to customer upon the customer's request.

ScanningData and Capturing Images:

Describe the offeror's procedures for capturing the best possible image for the customer and communication with the customer regarding any special actions taken.

Indexing and Data Entry:

Describe the different processes the offeror uses to index documents. Explain when the offeror would use each and describe the measures it would take to provide the customer with the most cost effective approach.

Quality Control and Assurance:

Describe the offeror's quality control procedures throughout the different phases of an imaging project. Also, describe the different levels of quality control and quality assurance it provides to your customers.

Output:

List and describe each media output method the offeror's firm can provide to customers (i.e. CD, secure file transfer protocol [SFTP], etc.

Disaster Recovery:

Provide a response to disaster recovery and include the items below. The discussion must include time frames for recovery.

- Methods for providing disaster recovery for both physical and electronic data; and
- Method for providing disaster recovery in situations where the offeror's own business continuity may be compromised. That is, how could Customers access their data if the offeror's business operation were not functioning.

- A. **Capacity of the Offeror:** The Offeror shall provide a narrative response that describes its ability to provide all services stated in solicitation. Within the Offeror's response, the narrative shall include at a minimum:

Overall Company Information. The following bulleted information shall be provided in the offeror's response:

- Full legal company name;
- Brief company history, including the year business started;
- Physical Address of primary business offices, as well as the sites where described services shall be provided;

- Identification of a single or lead contact person, who will be responsible for all communications with the county throughout the solicitation process, as well as a contract person for any resultant contract;
- Days and hours of operation; and
- Whether the offeror's company is currently involved in any litigation and whether an adverse decision in such litigation would result in a material change in the company's financial position and future viability?

Staff. Describe the measures the offeror takes to ensure its staff members are well qualified, trained and supervised.

Accuracy. Describe the accuracy of the offeror's imaging process. What is its accuracy rate? How is that rate calculated? How often does the offeror assess the accuracy of its output?

Current Customer Base. Offeror shall provide a minimum of three (3) current government customer reference letters. These references shall be from current customers who are using services similar to what has been proposed in this Solicitation. The letters shall be address to the Gila County Contract Administrator's attention and detail should be provided regarding the type of work that was performed by the offeror, overall communication during the project term, and the results that were achieved. The letter shall state who the customer is and current contact information.

General Information and Requirements:

- All media is on 4x6 jacket microfiche cards; there is no roll film. The film is 16mm with no Optical Character Recognition (OCR) required.
- The fiche is located at our storage facility at 400 S. Franklin St., Saginaw, MI 48607. It is the responsibility of the Offeror to transport the film to and from the storage facility in a secure manner with the plan of transportation stated in the official bid. The following is information vital to project shipping costs:
 - 34 boxes of microfiche
 - Dimension of boxes – 15 inches x 14 inches x 5 inches
 - There are 28 inches of fiche per box
- Image Count – approximately 1,000,000 - this is images not documents. Image count also known as microphotograph count.
- Images – positive and negative to be scanned to provide positive results. Images are in both positive and negative formats due to the time when the original film was produced. Positive and negative images will be scanned and saved in a positive format.
- Scanned Output – Images are all in black and white. In each phase of this project the images will be scanned in JPEG for a working copy then converted to TIFF for a smaller and clear end product.
- Microfiche is filed by fee numbers and or docket and page.
- USB Drives shall be included in the price quoted by the vendor.

- A statement from Tyler Technology stating that the Offeror's system is compatible with Tyler Technology system and that Offeror will work with Tyler Technology in the uploading of the finished product. Gila County's point of contact at Tyler Technology is:

Christine Jandreau
Tyler Technologies/Eagle Solution Group
720-497-8070
Christine.Jandreau@tylertech.com

Gila County Requirement:

- **Phase 1**

- **Scanning Location** - The original film for this project is located at 400 S. Franklin St., Saginaw, MI 48607.
- **Microfiche Scanning** - The microfilm images will be scanned at 300 dpi in 256 shades of gray and saved by industry standard JPEG format with 85% compression. JPEG images shall be ordered in a sequentially numbered system, with the same referencing as the original microfilmed image. The images referenced in this proposal will be found in several different referencing formats; book and page, docket and page, document type, document range number and fee number.
- **Image Format** - Each image will be scanned in as JPEG and TIFF formats. Each image shall be saved by the images referenced in this proposal, and will be found in several different referencing formats; book and page, docket and page, document type, document range number and fee number. Each TIFF image borders will be cropped with optimum file compression.
- **USB Hard Drive** - All images, JPEG and TIFF, will be copied to two USB hard drives and one will be shipped to Gila County for inspection of the first phase and back up.
- **Phase 1 Completion Time Frame** - The completion of phase 1 shall be completed within 30-45 days from Bid Award which shall serve as the official start date.

- **Phase 2**

- **Manual Cropping** - Manual cropping will be performed to provide a more accurate original page size and fewer bytes per image.
- **Manual Document Group & Index** - Manual grouping and index of images according to the first page of the document number will be performed.
- **Image Inspection** - The images will be scanned to JPEG in both color and black and white. Each image color JPEG image will be compared to a black and white TIFF image to ensure document accuracy and clarity. They shall also be compared to ensure that all vital information, parties' names, dates, legal descriptions, and signatures are all captured.

- **Image Report** – A poor quality image report will be supplied to the Gila County Recorder's Office with reference to the images with poor quality; e.g. too light, too dark, blurry, duplication or missing pages. It will be composed of TIFF images with the reference number assigned to the original image for the Gila County Recorder's office inspection.
- **Phase 2 Image Format** – Images will be cropped, inspected, and indexed referenced by document and page number or by docket and page number. Both JPEG and TIFF files will be stored on USB hard drive.
- **Phase 2 Completion Time Frame** – The completion of Phase 2 shall be completed within 120-180 days after the completion of Phase 1.
- **Phase 3**
 - **Image Enhancements** – Images listed on the poor image report will be enhanced and re-approved by Gila County. The entire and or any specific part of the image will be enhanced to the most legible image possible.
 - **Rescanning** – If at any time during the process, an image needs to be rescanned, it will be rescanned by the offeror at no cost to the county.
 - **Phase 3 Image Format** – all final images and indexes will be formatted for accurate importing into the official Gila County Recording System, Eagle – Tyler Technologies.
 - **USB Hard Drives** - All formatted images will be copied onto 2 sets of external hard drives and delivered to Gila County.
 - **Phase 3** – the completion time of Phase 3 shall be completed within 60-90 days after the completion of Phase 2.

REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION

The Contractor that is awarded the project shall, within one week of discovery, report to Gila County any use or disclosure of data not authorized by this contract or in writing by Gila County or its representative. Contractor shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by Gila County at no additional cost to Gila County.

MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION

Contractor shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of Gila County or its representatives. These measures will be extended by contract to all subcontractors used by the Contractor.

Contractor shall not make any changes or modifications to the security measures or confidentiality of Gila County data without Gila County's prior written consent.

HANDLING OF DATA

Contractor will handle the data with the understanding that (i) only Authorized Persons, assigned by the Contractor, will have access to the data and (ii) such persons shall not divulge, publish, or otherwise disclose, orally or in writing, data or use the data except as specifically provided in this Contract.

OWNERSHIP

As between the Contractor and Gila County, all data provided by Gila County belongs to Gila County. Notwithstanding anything to the contrary herein, Gila County grants the Contractor an unlimited license to use all Gila County data, for the purpose and uses set forth in this Contract. Contractor retains all rights to and ownership of all Contractor properties, facilities, products, and services, including, without limitation, all software, web sites, servers, plug-ins, and all intellectual property. Nothing contained in this Contract shall give Gila County any right of audit or any right to enter upon, or interfere with, any of the Contractor's properties, servers or systems, or to demand any segregation of data except as, and to the extent, expressly provided in this Agreement.

CONFIDENTIALITY

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Contract, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). To the extent permitted by Arizona law, "Confidential Information" means all information provided by the Disclosing Party to the Receiving Party hereunder that is (i) proprietary or non-public information related to the past, present and future business activities of the Disclosing Party, its subsidiaries, and its affiliates; (ii) information relating to the Disclosing Party's business plans, financial information, methods, processes, code, data, information technology, network designs, passwords, and sign-on codes; or (iii) any other information that is designated as confidential by the Disclosing Party, when it represents trade secrets under Arizona law.

Confidential information does not include information that is or was, at the time of disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a third party; (iii) already in Receiving Party's possession prior to the date of receipt from Disclosing Party; (iv) independently developed by the Receiving Party provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, or breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owned to the Disclosing Party or (v) required by law or a court decision to be disclosed as public information.

At all times the Receiving Party shall (i) use the same standard of care to protect the confidential information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Gila County's identified representatives), and (iv) disclose the Disclosing Party's Confidential Information to its Representatives on a 'need to know' basis.

INQUIRIES

Requests for additional information relating to this RFP should be directed to Jeannie Sgroi, Contracts Administrator at (928) 402-8612, or emailed to jsgroi@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 PM, January 13, 2016, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibits "B" and "C", are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and take precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required, **but copies must have original signatures.**
- B. Before submitting the Proposal and Forms each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and all forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature and Offer Page and all required forms at time and place of opening shall be grounds for automatic disqualification of the Contractor from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise, will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Exhibit "A" (continued).....

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 34.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

As-Read proposal results are provided in response to telephone or written inquires. Awarded proposal results shall be on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that the proposal be submitted in triplicate (3), **all with original signatures** on all required RFP documents. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page 35, Contractor certifies:
 - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
 - D. Do not submit proposals in GBC binding (spiral binding).
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope as follows:

1. A minimum of Three (3) copies, **all** with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. **The Proposal Title "Document Scan Conversion for the Gila County Recorder's Office-Rebid", RFP No., "092815", Date "January 21, 2016", and time "11:00 AM" of Proposal opening shall be written on the outside of the sealed envelope.**
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest, responsive, most qualified, and responsible Contractor. To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior Proposal for providing services similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.
5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 35, *Offer and Acceptance Page*, and *Bidders Qualification and Certification Form* pages 27-28.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and or debarment of the Contractor.

Independent Contractor

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of, or have any contractual relationship, with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for their employees working on this contract. It is further agreed by Contractor that he or she shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted monthly, or bi-monthly, for services performed under this contract.
- **Payment of Taxes:** The Contractor shall be responsible for paying all applicable taxes.
- **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and shall require all subcontractors, to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and or state and local laws and regulations, any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment, the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor shall provide Lien Waivers prior to Contractor receiving payment.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

Exhibit "B" (continued)....

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services and or specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. In the opinion of the County, Contractor fails to furnish the required service and or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if, and to the extent, that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide document scan conversion services for the Gila County Recorder's Office.

General Purpose

1. All product specifications are **minimum**.
2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. Contractor shall review its Proposal submission to assure the following requirements are met.
 - a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
 - b. Qualification and Certification Form
 - c. Price Sheet
 - d. References List
 - e. No Collusion Certification
 - f. Intentions Concerning Subcontracting
 - g. Legal Arizona Workers Act Compliance
 - h. Bidder's Checklist & Addenda Acknowledgment
 - i. Offer and Acceptance Page

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for one (1) more additional one-year period or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract, and any amendments issued during the term of the contract, shall remain the same and apply during the renewal period with the possible exception of price and or minor scope additions and or deletions.

Price Adjustment

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

Exhibit "C" (continued)...

Evaluation of Proposal

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Method of Approach (Methodology);
- b. Capacity of Offeror; and
- c. Cost

Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices is prohibited.
 - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.
- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
 - b. Exclusive Negotiations: A determination may be made by the Finance Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most advantageous to the County.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

EXHIBIT "D"

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check **only one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____
6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		

OR

Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary. The Contractor shall assess its own risk and if it deems appropriate and or prudent, maintain higher limits and or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Additional insured coverage shall be on a primary and non-contributory basis.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000

The policy shall name Gila County, Gila County's Board of Supervisors, employees, its representatives and agents as additional insured with respect to all operations and related work and shall provide that all insurance applies separately to each insured against whom a claim is made or suit is brought. The additional insureds shall be added under an endorsement or older edition dates and attached to the Certificate of Insurance.

Gila County requires occurrence coverage. The Certificates should be marked "occurrence." If there is no marked "occurrence", we require the notation "occurrence form" in the Special Conditions box.

2. Products and Completed Operations Liability

- Products – Completed Operations Aggregate \$2,000,000
- Each Occurrence \$1,000,000

Insurance Provisions (continued).....

3. Umbrella or Excess Liability

- Each Occurrence \$1,000,000
- Aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability \$1,000,000

4. Cyber Data Coverage

- General Aggregate \$4,000,000
- Each Occurrence Limit \$2,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work and or Specifications of this Agreement.

Vendor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.

The insurance should provide coverage for the following risks:

- A. Liability arising from theft, dissemination and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- B. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to the Vendor's services including denial of service, unless caused by a mechanical or electronic failure.

5. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor**".

6. Professional Errors and Omissions Coverage

- General Aggregate \$4,000,000
- Each Occurrence Limit \$2,000,000

7. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability
Each Accident \$1,000,000
Disease - Each Employee \$1,000,000
Disease - Policy Limit \$1,000,000

This coverage must include, at a minimum, statutory coverage for states in which employees are in engaging in work. No excluded positions will be allowed. Vendor agrees to waive subrogation against Gila County, Gila County's Board of Supervisors, employees, its representatives and agents.

Insurance Provisions (continued)....

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. Before commencing services, all legal entities referenced above must be individually listed on the certificate of insurance as an additional insured for liability coverage.
 3. Contractor must maintain insurance coverage throughout the term of the Contract. Failure to maintain coverage throughout the term shall be considered a breach of Contract.
 4. Contractor shall require all of its subcontractors and their respective sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of subcontractors in the Vendor's own policy.
 5. Contractor will notify Gila County of any material changes (including cancellation) to policies and endorsements. The certificate of insurance shall be emailed, mailed or faxed to Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax number 928-402-4386.
 6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 7. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- Class VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Provisions (continued)....

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORM

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 092815 Document Scan Conversion for the Gila County Recorder's Office

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:

US Imaging, Inc.

400 S. Franklin Street, Saginaw, MI 48607

rolson@us-imaging.com (989) 754-9949 Rhonda Olson

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. **CONTRACTOR MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
- A brief history of the Company.
 - A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
 - A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.
 - List the specific qualifications the Contractor has in supplying the specified services.
 - A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.

6. Contractor Experience Modifier (e-mod) Rating in Arizona:

NA

(If Applicable)

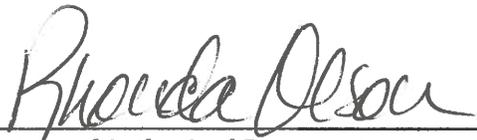
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number:

NA

(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.



Signature of Authorized Representative

Rhonda Olson

Printed Name

Project Manager

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 092815 Document Scan Conversion for the Gila County Recorder's Office.

Contractor Name: US Imaging, Inc.

Phone No.: 989-754-9949

Description	Cost
Phase 1	\$ 21,300.00
Phase 2	\$ 65,675.00
Phase 3	\$ 30,225.00
TOTAL COST	\$ 117,200.00

All applicable taxes shall be included in proposed amount.

REFERENCES LIST

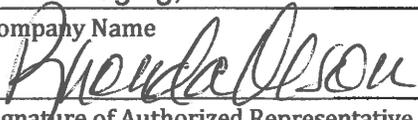
References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: Washoe County - NV
Contact: Larry Burtness - Chief Deputy Recorder
Phone: 775-326-6032 Address: 1001 E. 9th St. Reno, NV 89520
Job Length of Time: _____ Months _____ 2 Years 10 mo
Job Description: 1935-1999 Rollfilm, Jackets, Books, Image Archiving.
Multiple projects were completed on-time & within budget
5,535,416 images converted
Washoe County uses a Tyler Recording System

2. Company Name: Spokane County - WA
Contact: Melanie Muzatko - Chief Deputy Recorder
Phone: 509-477-5959 Address: 1116 W. Broadway, Spokane, WA 98250
Job Length of Time: _____ Months _____ 2 Years 6 mo
Job Description: 1881-1996 Books & Rollfilm
Multiple projects were completed on-time & within budget.
4,478,040 images converted.
Spokane County uses a Tyler Recording System

3. Company Name: Weld County - CO
Contact: Carly Koppes - Clerk & Recorder
Phone: 970-340-6530 Address: 1402 N. 17th Ave. Greeley, CO 80631
Job Length of Time: _____ 11 Months _____ Years
Job Description: 1864-1982 Books & Rollfilm
1,668,731 images converted.
Weld County uses a Tyler Recording System

US Imaging, Inc.
Company Name

Signature of Authorized Representative
Project Manager
Title



WASHOE COUNTY RECORDER

ADMINISTRATION BUILDING
1001 E. 9TH STREET - P.O. BOX 11180
RENO, NEVADA 89520-0027

LAWRENCE R. BURTNESSE
County Recorder

Phone (775) 328-3661
Fax (775) 325-8010

January 25, 2016

Jeannie Sgroi, Contracts Administrator
Gila County Finance Department
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501

Dear Jeannie,

I am providing this reference letter to be utilized for Gila County Recorder's Land Record Microfilm Scanning RFP # 092815.

Several Washoe County departments, including my office, have engaged in contracts with US Imaging. Careful and thorough evaluations were done in comparing image quality from several service organizations. US Imaging provided the highest quality images which made it an easy choice to select them as our vendor.

US Imaging scanned our 1935-1996 Official Record books and microfilm on-site and created high quality digital images that will be imported into our Tyler Technologies Land Records Management System. US Imaging inspected the digital images, enhanced poor quality TIFF images and grouped individual pages together as documents accurately. Cropping excess borders and the masking of multiple documents on a page was also performed.

US Imaging provided thorough and effective communication throughout the project. Over 4 million images were completed during the 2.5-year project. I would highly recommend your consideration of US Imaging for the Gila County microfilm scanning project.

Sincerely,

Larry Burtness
Washoe County Recorder
1001 E. Ninth Street
Reno, NV 89502
(775) 328-3664
lburtness@washoecounty.us

SPOKANE COUNTY

VICKY M. DALTON, CPA
SPOKANE COUNTY AUDITOR

January 25, 2016

Jeannie Sgroi, Contracts Administrator
Gila County Finance Department
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501

Dear Jeannie,

I am providing this reference letter to be utilized for Gila County Recorder's Land Record Microfilm Scanning RFP # 092815.

Spokane County also issued an RFP and had several finalists scan samples of the same film so we could compare image quality fairly. US Imaging provided the highest quality images which made it an easy choice to select them as our vendor.

US Imaging scanned our 1881-1996 Land Record Books and Microfilm on-site and created high quality digital images that were imported into our Tyler Recording System. US Imaging inspected the digital images, enhanced poor quality TIFF images and grouped individual pages together as documents accurately. Cropping of excess borders and masking of multiple documents on a page was also performed.

US Imaging provided thorough communication throughout the project and over 4 million images were completed during the 2.5 year project. I would definitely recommend US Imaging for your Gila County's Land Record microfilm scanning project.

Sincerely,

Melanie Muzatko

Melanie Muzatko
Records Manager

Spokane County Auditor
1116 W. Broadway
Spokane, WA 98250
(509) 477-5959
MMuzatko@spokanecounty.org



OFFICE OF THE CLERK AND RECORDER

Gilbert Ortiz
Pueblo County Clerk and Recorder
215 W 10th ST
Pueblo, CO 81003



Scan the barcode with your smart phone or handheld device to update your registration immediately.

January 25, 2016

Jeannie Sgroi, Contracts Administrator
Gila County Finance Department
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501

Dear Jeannie,

I am providing this reference letter to be utilized for Gila County Recorder's Land Record Microfilm Scanning RFP # 092815.

US Imaging provided high quality scanning of our 1988-1997 Land Records from Microfilm Rolls. The digital images were thoroughly inspected, poor quality TIFF images were enhanced and the individual pages were grouped together as documents accurately. The final images were formatted for importing into our Eagle Recorder Land Records system from Tyler Technologies.

US Imaging provided thorough communication throughout the project and their 3 Stage process helped maintain control of the project and budget. After completion of over 550,000 images from 1988-1997, we contracted with US Imaging to scan 875,000 images from 1963-1987 which is started in November 2015 and we expect to have completed by November 2016.

I would highly recommend US Imaging for your Gila County's Land Records microfilm scanning project.

Sincerely,

Gilbert Ortiz
Pueblo County
15 W. 10th Street
Pueblo, Colorado 81003
ortiz@co.pueblo.co.us

(719) 583-6628

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 092815, Document Scan Conversion for the Gila County Recorder's Office, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

- It is my intention to subcontract a portion of the work.
- It is not my intention to subcontract a portion of the work.

US Imaging, Inc.

Name of Firm

Rhonda Olson

By: (Signature)

Project Manager

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative

Rhonda Olson

Printed Name

Project Manager

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	✓
PRICE SHEET	✓
REFERENCE LIST	✓
NO COLLUSION IN BIDDING	✓
INTENTIONS IN SUBCONTRACTING	✓
LEGAL ARIZONA WORKERS ACT COMPLIANCE	✓
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	✓
OFFER AND ACCEPTANCE PAGE	✓
BACKGROUND AUTHORIZATION	NA
W-9	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	<u>RO</u>	<u>RO</u>	_____	_____	_____
DATE	<u>1-13-16</u>	<u>1-13-16</u>	_____	_____	_____

Signed and dated this 25 day of January, 2016.

US Imaging, Inc.
 Contractor: *Rhonda Olson*
 By: _____

Each proposal shall be sealed in an envelope addressed to the Gila County Finance Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 092815 Document Scan Conversion for the Gila County Recorder's Office-Rebid.* All proposals shall be filed with Gila County Finance at 1400 E. Ash St, Guerrero Building, Globe, AZ on or before January 21, 2016, 11:00 AM.

OFFER AND ACCEPTANCE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Contractor Submitting Proposal:

US Imaging, Inc.
Company Name
400 S. Franklin Street
Address
Saginaw MI 48607
City State Zip
Rhonda Olson
Signature of Person Authorized to Sign
Rhonda Olson
Printed Name
Project Manager
Title

For Clarification of this Offer, Contact:

Name: Scott Robinson
Title: President/Owner
Phone No.: (989) 714-9700
Fax: (800) 517-4293
Email: srobinson@us-imaging.com

ACCEPTANCE OF OFFER
(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 092815 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 092815.

GILA COUNTY BOARD OF SUPERVISORS

ATTEST

Awarded this _____ day of _____, 201__

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman, Board of Supervisors

APPROVED AS TO FORM

Jefferson R. Dalton, Deputy Gila County Attorney,
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
US Imaging, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
400 S. Franklin Street

6 City, state, and ZIP code
Saginaw, MI 48607

7 List account number(s) here (optional)

Requester's name and address (optional)
**Gila County Recorder
1400 East Ash Street
Globe, AZ 52806**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

Employer identification number

0	4	-	3	8	4	1	7	7	5
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Maryam Makordi* Date ▶ *1/26/15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Proposal

RFP # 092815 Rebid
Microfilm Scan Conversion Gila County Recorder
1969 – 1997 Land Records

Presented to:

Gila County Finance Department
Attn: Jeannie Sgroi, Contracts Administrator
Guerrero Complex
1400 E. Ash Street
Globe, AZ 85501

Presented by:

US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

Rhonda Olson
Project Manager
rolson@us-imaging.com
(989) 754-9949

January 13, 2016



January 13, 2016

Jeannie Sgroi, Contracts Administrator
Gila County Finance Department
Guerrero Complex
1400 E. Ash Street, Globe, AZ 85501

US Imaging, Inc. is pleased to present this Proposal to scan original microfilm jackets of the Gila County Recorders 1969-1997 Land Records. Our team will provide the County with an unparalleled combination of services and technology to provide the highest quality images and indexes possible. We exceed all ANSI, AIIM, NACRC & PRIA standards and are County's premier Scanning vendor due to our:

- **Experience** – We have been in the imaging business for **40 years** and have successfully scanned & indexed Land Records for over **523 Recorders**.
- **3 Stage Process** – Our unique 3 Stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Stage 1: On-Site Scanning** – US Imaging currently stores the original microfilm jackets in our climate controlled vaults and we will provide all necessary hardware, software and staff to perform on-site scanning of all the media types for this project. **On-site scanning completely eliminates the possibility of loss.**
- **State of the Art Scanners** – We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We utilize the newest scanners for every media type.
- **Grayscale & Bi-Tonal Images** – We scan all media at 300 dpi and provide images as both Grayscale JPEG and Black & White TIFF formats. Grayscale JPEG images look exactly like the grayscale Microfilm and provide an exact digital backup of the film. Black and White TIFF images are enhanced to be just as legible as the JPEG images and their small file size provides superior system performance.
- **ImageXpress Software** – An simple utility that provides temporary easy access to images by Book-Page #, Document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- **Stage 2: Crop, Inspect² & Index²** – Images are cropped, inspected twice, indexed twice, 2 databases are compared and any mismatches are corrected to provide 100% grouping and indexing accuracy.
- **Poor Quality Reporting** – Images are inspected twice as 12" x 16" images for legibility. We create a detailed Poor Quality Image Report that identifies the Book-Page # or Document-Page # of every poor quality TIFF image and the reason why it should be enhanced: too light, too dark, blurry, missing, microfilm retake, etc.
- **ImageReview Software** - A simple utility that sorts the poor quality image report and displays the poor quality images. The County can quickly review the poor quality images, remove acceptable images from the report and control the level of quality and the budget for enhancing poor quality images.
- **Stage 3: Image Enhancement** – US Imaging has developed the unique ability to adjust the contrast of Poor Quality TIFF images. We can adjust any light or dark area of an entire roll, splice, docket, jacket, document, page or any specific area on a page to provide the most legible TIFF images possible.
- **Tyler Formatting** – We have successfully formatted images for over **40 Tyler Recording Systems**.
- **Guaranteed Quality** – If a County is ever unsatisfied with any image or index, we will correct it **for free, forever**.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (989) 754-9949 or e-mail rolson@us-imaging.com.

Sincerely,

Rhonda Olson
Project Manager

Specific Qualifications US Imaging has in supplying the specified services within this RFP:

- US Imaging currently stores the original microfilm in our climate controlled vault.
- US Imaging will perform all scanning within our facility to completely eliminate the possibility of loss.
- We have successfully completed over 525 Land Record projects, which is more than all of our competitors combined.
- We maintained 100% customer satisfaction during the past 10 years and have never had a dissatisfied Recorder.
- We scan all media in color or grayscale and provide both JPEG & TIFF images, if a County ever questions the content of a TIFF image, they can view the JPEG to see exactly what the original image looked like on the original film or book.
- We have developed a custom capture, indexing and enhancing software program for high volume processing of Land Records called *ImageXpert*, no other vendor has this program or it's unique capabilities.
- We have developed *ImageXpress* retrieval software and provide it at no charge, so that Counties can easily access single page TIFF and JPEG images from Stage 1, while Stage 2 indexing and Stage 3 enhancing is taking place.
- We have developed *ImageReview* software to allow Counties to easily inspect and approve poor quality images for enhancement so the County can maintain control of quality and the budget.
- We display TIFF and JPEG images at full size on 2 portrait monitors and compare every TIFF to every JPEG and report any illegible TIFF images.
- Our secured facility currently stores over 100,000 boxes of confidential records for over 100 clients. Every box contains a barcode label with a unique number to identify the customer name, document type, first and last document within each box. Every box is physically tracked within a 4' x 4' location and can be physically located within seconds. Our database also tracks every employee that has touched each box.
- We can provide retrievals 24/7 and scan or fax documents within 15 minutes of request.
- We guarantee the quality and accuracy of the images and indexes. If the County should ever have any issue, we will fix it for free, forever.
- We are currently Tyler Technologies preferred partner to scan and index microfiche for Tyler Recorder. We have successfully formatted images for over 40 Tyler Technologies customers.
- US Imaging will complete this entire project within 1 year of the start date.

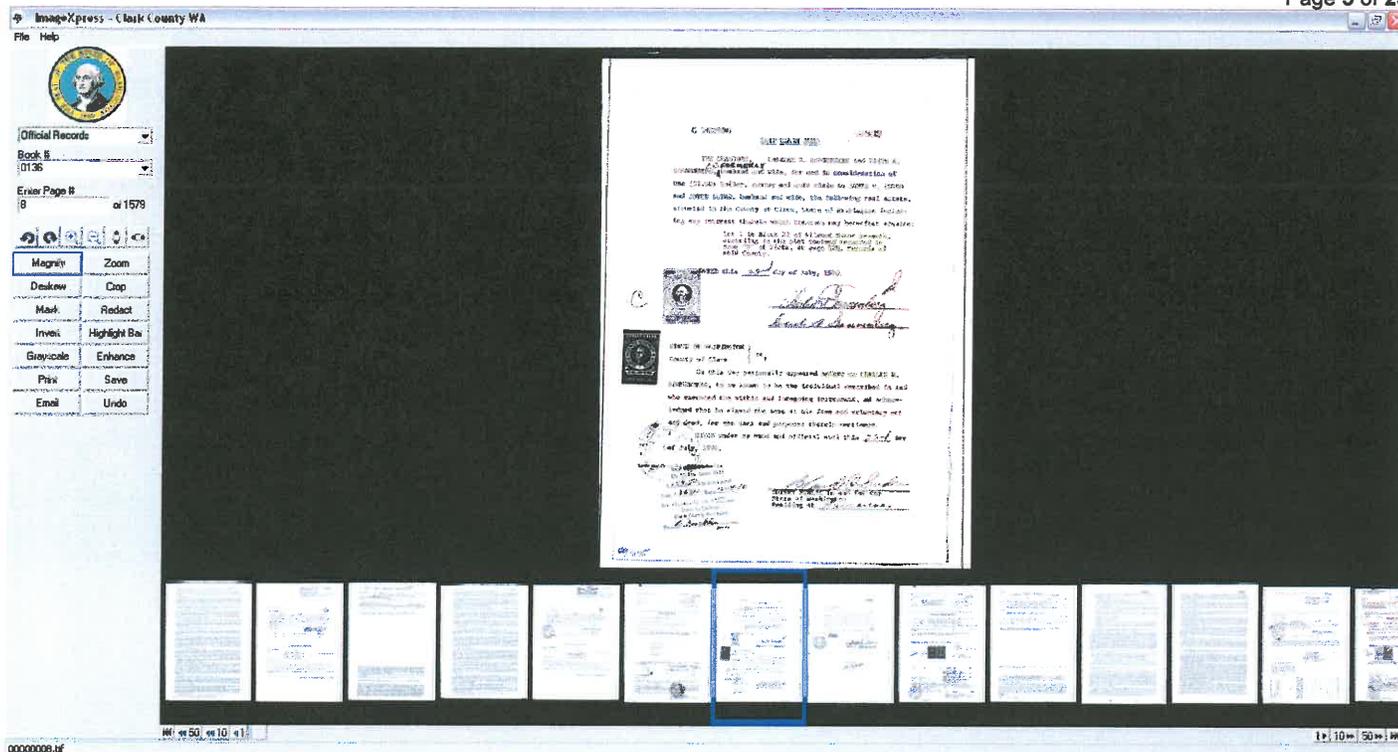
Gila County Requirements:

- **Originals** – County will request authorization to scan original jackets at current off-site storage facility in Saginaw, MI.
- **Index Data** – County will provide a text file of the docket # and page # of the first page of each document from the computer index for book 640 through book 916.
- **Pilot** – County will inspect 1,000 images from a pilot sample to approve image quality and index accuracy.
- **Poor Quality Image Report** – County will review & approve images on the poor quality image report for enhancement.
- **Hardware** – County will allocate 100GB of Hard Drive Space to import TIFF images into the Tyler Recording System.
- **Import** – County will contract with Tyler Technologies to import images and indexes into the Recording System.

US Imaging Requirements:

Stage 1 – Scan JPEG & TIFF On-Site for *ImageXpress*:

- **On-Site Scanning** – US Imaging will provide all necessary hardware, software and staff to perform on-site scanning of all the jackets stored within our climate controlled vaults in Saginaw, MI.
- **Media Tacking** – We will track the physical location of 100% of the jackets during the conversion process. We will provide an On-Line Inventory Report to track the location and progress of each box of jackets by the Box #, Docket Range or Document Range. Our staff will input their employee # and quantity of images after completing each Stage: scanning, cropping, inspecting, indexing, enhancing, formatting and shipping. The County can also utilize this report to track which images have been imported and accepted into the Tyler Recording system.
- **Microfilm Jacket Inspection** – Each jacket will be inspected for scratches, dirt, damaged film, bent, and density throughout each Microfilm Jackets. If Diazo copies are interfiled with silver film, the Diazo will be removed from the original filing system and stored in order in a separate Diazo filing system. If Microfilm Jackets is damaged, deteriorating from Vinegar Syndrome or Redox, we will notify the County and request different copies.
- **Microfilm Jacket Scanning** - Microfilm contains 256 shades of gray. 100% of the microfilm images will be scanned at 300 dpi in 256 shades of gray and saved in industry standard JPEG format. JPEG images are sequentially numbered by a zero filled 8 digit number and stored in folders named by Book Type and Docket # or Document # Range for approximately 1,000 documents.
- **On-Site Content Inspection** – Our staff will inspect 100% of the images during scanning to guarantee that 100% of the pages have been captured in their entirety.
- **Automatic Image Enhancement** - Each TIFF image will be automatically deskewed and solid black borders will be automatically cropped for optimum file compression. Despeckle is not performed on scanned images.
- **Stage 1 Image Format** – Images will be stored in directories named by Document Type, Image Type and Docket # or Document # Range. Both JPEG and TIFF images will be single page images named by a zero filled, 8 digit, sequential number starting with 00000001.jpg and 00000001.tif for each Docket or Document Range.
- **USB Hard Drives** – All single page JPEG and TIFF images will be copied to 2 sets of external 1TB USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for conversion to TIFF and off-site backup.
- **Pilot Images** – 1,000 sample images will be cropped, inspected, indexed, enhanced and formatted for the Recording System. Pilot images will also be saved as multi-page TIFF files that are named by the Docket-Page # or Document # for easy viewing with any image viewer. We will e-mail a link, user name and password to download the Pilot Images from our FTP site.
- **ImageXpress** – We will provide a software utility called *ImageXpress* to allow the County to retrieve single page TIFF & JPEG images until final images from Stage 3 are completed and imported into the Recording System. End users can retrieve digital images in the same manner as they currently do from microfilm and books, only much faster! Digital images can be viewed at Fit to Height, Fit to Width, Zoomed, Deskewed, Cropped, Redacted, Masked, Inverted and viewed in Black & White or Grayscale. Grayscale images can be adjusted lighter and darker and multiple pages can be selected for printing, saving or e-mailing as TIFF, JPEG or PDF.



Stage 2: Crop, Index & Inspect for ImageReview:

- **Manual Cropping** – Due to certain camera backgrounds, page sizes, scratches on film and film formats, the automatic crop included in automatic cropping may leave large white borders, black borders, black lines and shadows on the images. Manual cropping is performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Manual Document Group¹ & Index¹** – Our staff will manually group individual images together as documents and index each document by the Document # or the Book-Page # of the first page of the Document. Manual Grouping and indexing is done in a single pass and the accuracy will be approximately 99.5%.
- **Automatic Document Group & Index** – Computer Index data for 275,000 images worth documents will be provided to automatically group images together as documents. The Computer Index data will include the Docket-Page # of the first page of each document. US Imaging will inspect every 10th document to insure that the Book-Page # data is in sync with the Book-Page # indexed on each page. If a mismatch is located, we will backup 10 documents and go image by image to locate the mismatch, make the necessary correction to return to sync. Automatic grouping and indexing is done in a single pass and the accuracy will be approximately 99.5%.
- **Image Inspection** – Both Color JPEG and Black & White Images will be displayed side by side on two 20" monitors as full size 8.5" x 14" images. Our staff will compare the Black & White TIFF to the Color JPEG to make insure that all extremely light and extremely dark data has been captured properly. They will also look for specific details such as party names, legal description, signatures, time-date stamps and Book-Page numbers during this process. If any part of the TIFF image is considered illegible it will be added to the Poor Quality Image Report. The problems to be identified include: dark, light, cut off, blurry, A page, duplicate, missing, microfilm retake, and poor original.
- **Poor Quality Image Report** – US Imaging will provide a report on the USB Hard Drive of single page TIFF images that identifies the Liber # or Document # Range, sequential TIFF image # and reason why it has been flagged (light, dark, blurry, poor quality original, A Page, duplicate, missing, etc.) The poor quality image report will identify the exact number of poor quality images so the County can inspect, audit and approve the quantity of images to be enhanced prior to the enhancement process.

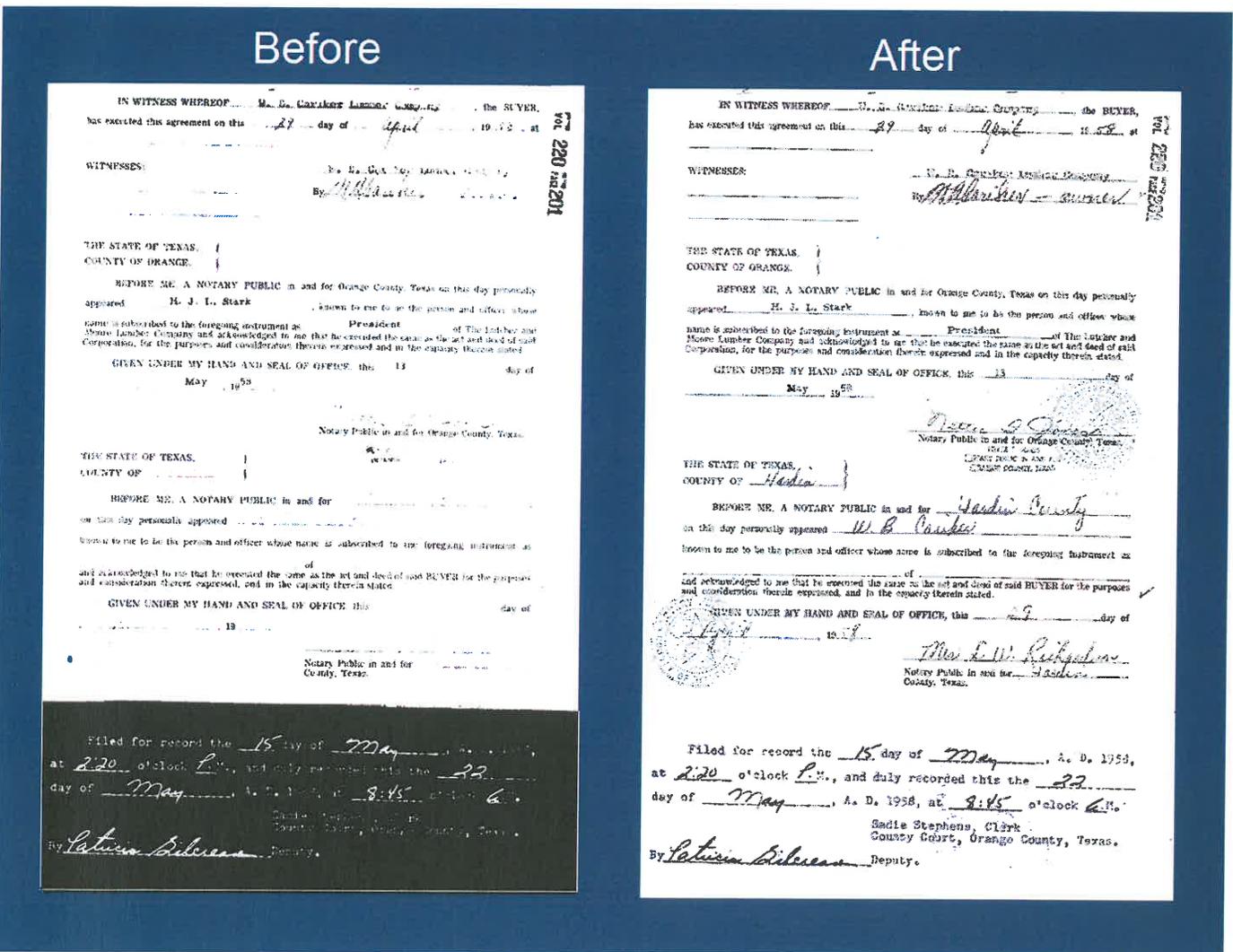
- **Stage 2 Image Format** – Cropped, inspected and indexed images will be stored in directories named by Document Type, Image Type and Docket # or Document # Range. Both JPEG and TIFF images will be single page images named by a zero filled, 8 digit, sequential number starting with 00000001.jpg and 00000001.tif for each Book, Box, Roll or Document Range. Indexes will be stored in a comma delimited text file and can be viewed along with the images.
- **USB Hard Drives** – All cropped, inspected and indexed TIFF images will be copied to 2 sets of external 1TB USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for conversion to TIFF and off-site backup.
- **ImageReview Software** - We will provide a reviewing software program called *ImageReview* that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc). *ImageReview* can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. *ImageReview* will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. *ImageReview* highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, *ImageReview* exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.

The screenshot shows the 'Image Review' software interface. On the left, there is a table with columns for 'Book/Image', 'Issue', and 'ok'. The table lists six images with their respective issues: Dark, Dark, Dark, Light, Cut Off, and Dark. The 'ok' column contains checkmarks for all items. Below the table, it says 'Total 6 images'.

On the right, there is a scanned document. The document is a 'NOTARY PUBLIC' document for the State of Texas, County of Grant. It is dated May 15, 2011. The document is signed by Patricia Salinas, Notary Public. The document is filed for record on May 15, 2011, at 1:20 p.m. in the County Clerk's Office, Grant County, Texas. The document is recorded on May 22, 2011, at 9:45 a.m. in the County Clerk's Office, Grant County, Texas.

Stage 3 – Enhance & Format for the Eagle Recording System:

- **Image Enhancement** – US Imaging will adjust the poor contrast of County approved images. Our staff will enhance the entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time in the future at no charge. US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Rescanning** – In some cases, after all digital enhancement has been exhausted, US Imaging may return to the County to physically rescan media at different scanner settings to obtain a lighter or darker image. Return and rescanning will be performed at no additional charge to County.
- **Stage 3 Image Format** – All final images and indexes will be formatted for accurate importing into your Eagle Recorder Recording System from Tyler Technologies.
- **USB Hard Drives** – All formatted images will be copied to 2 sets of external 2TB USB Hard Drives. 1 set will be shipped to the County for importing and on-site backup. 1 set will be stored at US Imaging for off-site backup.



- **Disaster Recovery** – US Imaging's facility is located in Saginaw, MI which is free from Earthquakes, Hurricane's, Tsunami's, Volcano's, Tornado's and Flood's. Our facility is 20' above the 100 year flood plain and is made of Concrete and Steel. 100% of the facility is covered by a dry sprinkler system and server room and microfilm vaults have secondary clean agent suppression systems. Our climate controlled microfilm vaults maintain 65 degrees and 40% humidity. All of our servers are RAID 10 to allow a hard drive to crash and not loose any data. All of our servers and climate control systems have battery backup systems to maintain 1 hour of power loss and a secondary natural gas generator to provide unlimited power loss. Completed data is archived to 2 sets of external magnetic hard drives and archival quality M-Discs that have a 1,000 year life expectancy.
- **Full Legal Name** – US Imaging, Inc.
- **Brief Company History** - US Imaging was founded in 1976 as Micro Tec, a microfilm service bureau with 50 employees serving Financial and Healthcare entities in the Mid-West. In 1996, Micro Tec merged with 25 other service bureaus to form ImageMax, a nationwide service bureau with 600 employees serving Financial, Healthcare, State and Local Government. In 2006, the Government team left ImageMax to form US Imaging and focus exclusively on serving County Recorders. Our team has successfully served over 523 County Recorders nationwide.
- **Physical Address** – 400 S. Franklin Street, Saginaw, MI 48607
- **Lead Contact Person** – Rhonda Olson, Project Manager, Office Phone (989) 754-9949, Cell Phone (989) 928-1559
- **Days and Hours of Operation** - Monday – Friday, 6:00am – 4:00pm MST
- **Litigation & Stability** – US Imaging has never been involved in any litigation. US Imaging is owned by Scott Robinson, who has been in the imaging business for 30 years and is 50 years young. A Living Trust outlines responsibilities of Management staff in case Scott Robinson is no longer able to lead the organization.
- **Staff Qualifications Staff:**

Scott Robinson, CDIA – President & CEO

30 years of imaging experience

Bachelor's Degree, Business Management, Northwood University, 1988

Scott's grandfather started Micro Tec in 1976 and worked in production from 1982-1988, in 1988 Scott became the Regional Sales Manager for Micro Tec. From 1996-2006 Scott was consistently in the top 3 out of 50 sales people for ImageMax and became the VP of Government Solutions. In 2006 Scott formed US Imaging to focus solely on serving Counties. US Imaging has successfully completed over 523 projects, just like the one requested in this RFP.

Tina Arundel – Production Manager

18 years of imaging experience

High School Diploma, Valley Lutheran H.S. 1998

Tina joined our administrative team in 1998 and quickly worked her way to Production Manager in 2002. Tina has managed the conversion of over 2 billion images for 600 clients. Tina is proficient with all of our hardware, software, processes and provides remote support to customers and software partners. Tina has helped develop our custom capture, indexing and enhancing program called *ImageXpert* and has worked out the details to create accurate export routines for over 50 imaging systems.

Rhonda Olson – Off-Site Project Manager

32 years of imaging experience

High School Diploma, Eisenhower H.S. 1982

Rhonda has been with us for 31 years. She has "hands on" experience with every aspect of our business and was Production Manager for 7 years prior to Tina. Rhonda now coordinates proposals, document pickups, retrievals, project tracking, compares estimated totals to actual totals, document returns, satisfaction follow up. All questions regarding contracts, retrievals and project status can be handled by Rhonda.

- **Accuracy** – We have proposed Single Grouping and Indexing of Land Records by our experienced staff which has been measured at 99% accuracy by over 100 Counties. Double Grouping and Indexing has been selected by over 400 Counties and is available for an additional charge of \$.025 per image to obtain 100% accuracy.
- **Customer Base** – US Imaging has served over 523 County Recorders nationwide. We have provided reference letter from 3 County Recorder customers with similar year ranges, larger volumes and Eagle Recorder Software from Tyler Technologies. Here is a list of the 523 County Recorders we have served and we will be happy to provide details on as many as the County desires:

AR	Boone County
AR	Bradley County
AR	Lee County
AR	Miller County
AR	Montgomery County
AR	Pulaski County
AR	Union County
AR	St. Francis County
AZ	Coconino County
AZ	Gila County
AZ	Graham County
AZ	Santa Cruz County
CA	Amador County
CA	Calaveras County
CA	Contra Costa County
CA	Modoc County
CA	Mono County
CA	San Joaquin County
CA	San Luis County
CA	Santa Barbara County
CA	Siskiyou County
CA	Stanislaus County
CO	Archuleta County
CO	Baca County
CO	Bent County
CO	Boulder County
CO	Chaffee County

CO	Cheyenne County
CO	Clear Creek County
CO	Conejos County
CO	Cripple Creek, City of
CO	Crowley County
CO	Custer County
CO	Delta County
CO	Dolores County
CO	Douglas County
CO	Fremont County
CO	Garfield County
CO	Gilpin County
CO	Hinsdale County
CO	Huerfano County
CO	Lincoln County
CO	Mesa County
CO	Mineral County
CO	Montrose County
CO	Park County
CO	Pitkin County
CO	Pueblo County
CO	Rio Blanco County
CO	Rio Grande County
CO	San Juan County
CO	San Miguel County
CO	Summit County
CO	Teller County
CO	Weld County
FL	Alachua County
FL	Sarasota County
HI	Hawaii
IA	Linn County
ID	Ada County
ID	Bingham County

ID	Cassia County
ID	Latah County
ID	Lewis County
ID	Minidoka County
ID	Teton County
IL	Adams County
IL	Boone County
IL	Bureau County
IL	Champaign County
IL	Clinton County
IL	Cook County
IL	Hancock County
IL	Henry County
IL	Iroquois County
IL	Jackson County
IL	Jefferson County
IL	Knox County
IL	LaSalle County
IL	Lee County
IL	Madison County
IL	McHenry County
IL	McLean County
IL	Monroe County
IL	Morgan County
IL	Moultrie County
IL	Peoria County
IL	Putnam County
IL	Sangamon County
IL	Vermilion County
IL	Warren County
IL	Winnebago County
IL	Woodford County
IN	Allen County

IN	Benton County
IN	Cass County
IN	Dearborn County
IN	Dekalb County
IN	Delaware County
IN	Floyd County
IN	Franklin County
IN	Fulton County
IN	Greene County
IN	Hancock County
IN	Harrison County
IN	Hendricks County
IN	Henry County
IN	Howard County
IN	Huntington County
IN	Jackson County
IN	Jasper County
IN	Jefferson County
IN	Jennings County
IN	Knox County
IN	Kosciusko County
IN	LaGrange County
IN	LaPorte County
IN	Madison County
IN	Marion County
IN	Marshall County
IN	Miami County
IN	Monroe County
IN	Montgomery County
IN	Morgan County
IN	Noble County
IN	Owen County
IN	Parke County
IN	Perry County

IN	Porter County
IN	Posey County
IN	Pulaski County
IN	Putnam County
IN	Ripley County
IN	Spencer County
IN	St. Joseph County
IN	Steuben County
IN	Tippecanoe County
IN	Vanderburgh County
IN	Vigo County
IN	Wabash County
IN	Warrick County
IN	Washington County
IN	White County
IN	Whitley County
KS	Barber County
KS	Barton County
KS	Bourbon County
KS	Butler County
KS	Cherokee County
KS	Clay County
KS	Coffee County
KS	Cowley County
KS	Douglas County
KS	Gove County
KS	Graham County
KS	Harper County
KS	Jackson County
KS	Jefferson County
KS	Johnson County
KS	Kiowa County
KS	LaBette County

KS	Lyon County
KS	Miami County
KS	Morris County
KS	Morton County
KS	Nemaha County
KS	Neosha County
KS	Ness County
KS	Osage County
KS	Pottawatomie County
KS	Pratt County
KS	Putnam County
KS	Riley County
KS	Saline County
KS	Stafford County
KS	Trego County
KS	Wilson County
KS	Woodson County
KY	Anderson County
KY	Bell County
KY	Boyd County
KY	Bracken County
KY	Carroll County
KY	Clark County
KY	Daviess County
KY	Fleming County
KY	Graves County
KY	Green County
KY	Greenup County
KY	Hancock County
KY	Henry County
KY	Hopkins County
KY	Jessamine County
KY	Livingston County
KY	Lyon County

KY	Madison County
KY	Mason County
KY	McLean County
KY	Menifee County
KY	Monroe County
KY	Nicholas County
KY	Ohio County
KY	Scott County
KY	Simpson County
KY	Spencer County
KY	Union County
KY	Warren County
KY	Webster County
ME	Hancock County
ME	Kennebec County
ME	Oxford County
ME	Sagadahoc County
ME	York County
MI	Allegan County
MI	Alpena County
MI	Barry County
MI	Bay County
MI	Benzie County
MI	Berrien County
MI	Branch County
MI	Calhoun County
MI	Calumet County
MI	Cass County
MI	Chippewa County
MI	Clinton County
MI	Eaton County
MI	Emmet County
MI	Genesee County

MI	Grand Traverse County
MI	Gratiot County
MI	Huron County
MI	Ionia County
MI	Iron County
MI	Jackson County
MI	Kalamazoo County
MI	Kalkaska County
MI	Kent County
MI	Lapeer County
MI	Leelanau County
MI	Lenawee County
MI	Livingston County
MI	Manistee County
MI	Marquette County
MI	Mason County
MI	Midland County
MI	Monroe County
MI	Montcalm County
MI	Newaygo County
MI	Oceana County
MI	Ogemaw County
MI	Osceola County
MI	Otsego County
MI	Ottawa County
MI	Presque Isle County
MI	Roscommon County
MI	Saginaw County
MI	Sanilac County
MI	Schoolcraft County
MI	Shiawassee County
MI	St. Joseph County
MI	Tuscola County
MI	Van Buren County

MI	Washtenaw County
MI	Wayne County
MI	Wexford County
MN	Anoka County
MN	Blue Earth County
MN	Brown County
MN	Chippewa County
MN	Cottonwood County
MN	Crow Wing County
MN	Dakota County
MN	Faribault County
MN	Fillmore County
MN	Houston County
MN	Kandiyohi County
MN	Lac Qui Parle County
MN	Lyon County
MN	Mahnomen County
MN	Marshall County
MN	Martin County
MN	McLeod County
MN	Mille Lacs County
MN	Mower County
MN	Olmsted County
MN	Ottertail County
MN	St. Louis County
MN	Todd County
MN	Washington County
MN	Watonwan County
MN	Winona County
MN	Sherburne County
MO	Audrain County
MO	Boone County
MO	Cape Girardeau County

MO	Christian County
MO	Crawford County
MO	Franklin County
MO	Gasconade County
MO	Johnson County
MO	Lafayette County
MO	Linn County
MO	Macon County
MO	Maries County
MO	Marion County
MO	Pettis County
MO	Phelps County
MO	Pike County
MO	Saline County
MO	St. Charles County
MO	St. Francois County
MO	St. Genevieve County
MO	St. Louis City
MO	Taney County
MO	Texas County
MS	Jackson County
MS	McDowell County
MT	Fallon
MT	Jefferson County
MT	Park County
MT	Powder River County
MT	Roosevelt County Abstract
MT	Rosebud County
MT	Silver Bow County
NC	Alleghany County
NC	Anson County
NC	Ashe County
NC	Bladen County
NC	Burke County

NC	Cabarrus County
NC	Caldwell County
NC	Carteret County
NC	Catawba County
NC	Chatham County
NC	Cherokee County
NC	Clay County
NC	Columbus County
NC	Cumberland County
NC	Davie County
NC	Durham County
NC	Haywood County
NC	Hoke County
NC	Lee County
NC	Macon County
NC	Martin County
NC	McDowell County
NC	Northampton County
NC	Robeson County
NC	Sampson County
NC	Stokes County
NC	Swain County
NC	Transylvania County
NC	Union County
NC	Vance County
NC	Warren County
NC	Wilkes County
NC	Yadkin County
ND	Burleigh County
ND	Cass County
ND	Golden Valley County
ND	Griggs County
ND	McIntosh County

ND	McKenzie County
ND	McLean County
ND	Mercer County
ND	Ramsey County
ND	Ransom County
ND	Richland County
ND	Sargent County
ND	Stark County
ND	Towner County
ND	Wells County
ND	Williams County
NE	Dodge County
NE	Douglas County
NE	Union Pacific
NH	Belknap County
NH	Cheshire County
NH	Hillsborough
NH	Merrimack County
NM	Bernalillo County
NM	Chaves County
NM	Los Alamos County
NM	San Juan County
NV	Douglas County
NV	Elko County
NV	Lander County
NV	Nye County
NV	Washoe County
NV	White Pine County
NY	Livingston County
NY	Schoharie County
OH	Erie County
OH	Licking County
OH	Logan County
OH	Medina County

OH	Miami County
OH	Shelby County
OH	Union County
OH	Wood County
OH	Marion County
OR	Gilliam County
OR	Jefferson County
OR	Wheeler County
PA	Berks County
PA	Butler County
PA	Elk County
PA	Indiana County
PA	Lawrence County
PA	Wyoming County
PA	York County
SC	Aiken County
SC	Calhoun County
SC	Jasper County
SC	Lancaster County
SC	Laurens County
SC	Pickens County
SC	Surry County
SD	Butte County
SD	Hutchinson County
TN	Grainger County
TN	Knox County
TN	Marion County
TN	Van Buren County
TX	Atascosa County
TX	Bexar
TX	Blanco County
TX	Burnet County
TX	Cass County

TX	Chambers County
TX	Erath County
TX	Fort Bend County
TX	Galveston County
TX	Gillespie County
TX	Gregg County
TX	Hurst, City of
TX	Jefferson
TX	Jourdanton Library
TX	Liberty County
TX	Live Oak County
TX	Lubbock County
TX	Moore County
TX	Orange County
TX	Refugio County
TX	San Patricio County
TX	Shelby County
TX	Somervell County
TX	Tarrant County
TX	Tom Green County
TX	Upshur
TX	Uvalde County
UT	Box Elder County
UT	Davis County
UT	Weber County
VA	Augusta County
VA	Bedford County
VA	Caroline County
VA	Carroll County
VA	Chatham County
VA	Chesapeake, City of
VA	Chesterfield County
VA	Clarke County
VA	Fluvanna County

VA	Isle of Wight County
VA	Kent County
VA	New Kent County
VA	Orangeburg County
VA	Prince William County
VA	Roanoke County
VA	Spotsylvania County
VA	Suffolk County
VA	Sussex County
WA	Adams County
WA	Asotin County
WA	Clark County
WA	Columbia County
WA	Cowlitz County
WA	Island County
WA	Pierce County
WA	San Juan County
WA	Snohomish County
WA	Spokane County
WA	Whatcom County
WA	Whitman County
WI	Barron County
WI	Brown County
WI	Buffalo County
WI	Burnett County
WI	Calumet County
WI	Clark County
WI	Columbia County
WI	Crawford County
WI	Dane County
WI	Dunn County
WI	Eau Claire County
WI	Green Lake County

WI	Iowa County
WI	Jackson County
WI	Kenosha County
WI	La Crosse County
WI	Lafayette County
WI	Lincoln County
WI	Milwaukee County
WI	Oconto County
WI	Ozaukee County
WI	Pierce County
WI	Portage County
WI	Racine County
WI	Rock County
WI	Sawyer County
WI	Sheboygan County
WI	St. Croix County
WI	Taylor County
WI	Trempealeau County
WI	Vernon County
WI	Washington County
WI	Waukesha County
WI	Winnebago County
WI	Wood County
WY	Converse County
WY	Fremont County
WY	Johnson County
WY	Sweetwater County

DESCRIPTIONS (Continued from Page 1)

Notice of Cancellation (10 Day Notice for nonpayment of premium) applies. If the insured is the successful bidder we will be able to obtain Professional Liability Limits of \$2,000,000/\$2,000,000, Cyber Date Coverage of \$2,000,000/\$2,000,000 and the waiver of subrogation on the workers compensation policy.
(1/16)