

MASTER SERVICES AGREEMENT

FOR

DOCUMENT CONVERSION SERVICES

PAPER TO ELECTRONIC
PAPER TO MICROFORM
MICROFORM TO ELECTRONIC

ORDERING PROCEDURES

JULY 1998

PROCUREMENT DIVISION MISSION STATEMENT

*We ensure the success of our customer's mission by providing strategic acquisition
and materiel management guidance while maintaining public trust.*

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INTRODUCTION

A. **PURPOSE**

This new Master Services Agreement is designed to provide document conversion services to convert paper documents to electronic format, paper documents to micrographic form and micrographic images to electronic format, on as much of a statewide basis as is geographically feasible, for State agencies and participating local agencies. A local agency is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 12110.

B. **BENEFITS**

1. Choice of several contractors depending on the State's needs.
2. Multiple suppliers provide for coverage over a large area Statewide.
3. Fixed rates over the contract period. Any potential annual escalation after the initial three years will be announced in advance through supplement to this document.
4. Since this competitively bid procurement establishes fair and reasonable prices in a Master Agreement format, it is unnecessary for each State Department or Agency to conduct additional competitive procurements, unless the agency feels this agreement does not meet its needs.
5. Ability to purchase a supplier's full range of services as the need arises.
6. Disabled Veterans Business Enterprise participation requirements have been met.

C. **ORDER PLACEMENT**

You may place an order at any time during the effective periods of the contracts. All contracts are currently effective from **July 10, 1998** through **July 9, 2001**. The State, at its option, may extend this contract on a year to year basis up to two (2) additional years. Prices may vary during the two years extended period.

D. **ORDER INITIATION**

Coordinate with the appropriate units within your agency (e.g., Procurement, Business Services, Contracts, etc.). Local agencies must agree to the State's administrative fee, currently 1.21%. This amount will be billed directly to the agency by the DGS.

DOCUMENT CONVERSION SERVICES ORDERING PROCEDURES

E. **CONTRACTOR CONTACTS.** Please refer to the service matrix at the end of the next section. Services are provided on a regional basis according to the attached map.

5-98-70-01 VIN #624557

Brad Pennfold
BMI IMAGING SYSTEMS
1415 North Market Blvd, Suite 3
Sacramento, CA 95834
FEIN #94-1612389
916-924-6666

5-98-70-02 VIN #193517

Steve MacWilliams
DOCUMENT CONTROL SOLUTIONS
616 South State College Blvd.
Fullerton, CA 92831
FEIN #95-3588682
714-738-6131

5-98-70-03 VIN#1130523

Barbara Volkov
DOCUMENT CONTROL SOLUTIONS/
FILE PROS (a joint bid)
187 W. Orangethorpe Ave., Suite E
Placentia, CA 92870
FEIN #95-3588682/#95-3537130
714-528-9977

5-98-70-04 VIN#1113544

Mel Knapp or Linda Thorpe
D-M INFORMATION SYSTEMS
1403 Fifth Street, P.O. Box 1918
Davis, CA 95617-1918
FEIN #68-0083504
530-753-0362

5-98-70-05 VIN #673549

Victor Goodmen or Francisco Recinos
FILETRON, LLC
1536 Gage Road
Montebello, CA 90640
FEIN #95-4530371
213-720-9757

5-98-70-06 VIN #643288

Paul Hernandez or Laurie Noble
IMAGE TECHNICAL SERVICE
1123 Market Blvd., Suite 2
Sacramento, CA 95834
FEIN #68-0013608
916-928-0544

5-98-70-07 VIN #160324

Chuck Yost
IMAGE MAX
4049 North Freeway Blvd
Sacramento, CA 95834
FEIN #94-2711829
916-646-5665

5-98-70-08 VIN #408377

Gordon Shiozaki
MICRO IMAGES/800 Scan, Inc.
3117 20th Street
San Francisco, CA 94110
FEIN #94-2895160 & 94-3238430
415-974-6194

5-98-70-09 VIN#1135165

Kyle Kauss
MICRO PUBLICATIONS SYSTEMS
20500 Belshaw Avenue
Carson, CA 90746
FEIN #95-2679185
310-763-7575 x220

5-98-70-10 VIN #202464

Don Olson
OMNI MICROGRAPHICS
1767 Tribute Road, Suite D
Sacramento, CA 95815
FEIN #68-0212923
916-920-8106

5-98-70-11 VIN #673559

DOCUMENT CONVERSION SERVICES ORDERING PROCEDURES

Chuck Booz
PC IMAGING, INC.
400 Capitol Mall, Suite 900
Sacramento, CA 95814-4407
FEIN #68-0203256
916-444-2778

5-98-70-64 VIN #34295
Jack Kraemer
VISUAL GRAPHIX
241 Lathrop Way, #B
Sacramento, CA 95815
FEIN #68-0169624
916-927-4211

5-98-70-62 VIN#103694
Richard Corrales or Vickie Corrales
RCI IMAGE SYSTEMS
111 Main Street
El Segundo, CA 90245
FEIN #95-2676207
310-322-8220

5-98-70-65 VIN #673840
Tina Means
WAVE Imaging Corp.
1765 4th Avenue, Suite 100
San Diego, CA 92101
FEIN #33-054-1320
619-702-0640

5-98-70-63 VIN #634468
Craig Wood
SACRAMENTO FILE AND FURNITURE
11257-B1 Coloma Road
Gold River, CA 95670
FEIN #68-0345593
916-638-7520

5-98-70-66 VIN #637760
WESTERN INTEGRATED SYSTEMS
Dave Willis
4227 Sunrise Blvd.
Sacramento, CA 95628
FEIN #94-2786660
916-863-1073

F. STATE OF CALIFORNIA CONTACT

Regarding ordering and services:
Department of General Services
Procurement Division
Integrated Acquisitions Section
916-322-4903

Regarding Terms and Conditions issues:
Department of General Services
Procurement Division
Major Acquisitions:
916-322-6235

CONTRACT GUIDELINES

A. NEW ORDERS

Orders can be placed by completing a STD. 65, Contract/Delegation Purchase Order. Detailed instructions on completing these forms are contained in Section III below.

Once you have obtained any necessary departmental and agency approvals COMPLETE THE STD. 65, CONTRACT/DELEGATION PURCHASE ORDER and mail it directly to the contractor. As stated below, it is advisable to compare the rates and get an estimate for the required work prior to issuing an order.

Local Agencies may, in lieu of the State's purchase order forms, use their own purchase order document as long as it includes the same information as that required on the STD. 65, including the Agency Billing Code described below.

DISTRIBUTION Copies of the STD 65 must be sent to: Department of General Services
Procurement Division
1824 14th Street, Room 200
Sacramento, CA 95814

B. TERMINATION

Any State or local agency may unilaterally terminate any order issued against this agreement upon 30 days notice to the contractor. The contractor shall be compensated at contract rates for work completed and accepted prior to a stop work order or termination notice commencement date. This does not affect the standard termination clause of the Master Services Agreement concerning failure to perform or upon mutual consent.

C. AMENDMENTS

Amendments to orders must be issued if the general scope of the original order has changed or a change in the Task Schedule has a cost impact. A Work Authorization may accompany the order and subsequent Work Authorizations may be necessary prior to commencing any particular phase of a conversion project. Work Authorizations are not to be used to authorize a change to the order. Copies of all changes must be forwarded as stated above under DISTRIBUTION.

D. AGENCY REPORTING REQUIREMENTS

If a contractor is either performing in an outstanding manner or if problems are encountered, agencies are encouraged to complete a State Agency MSA Contract Performance Report. Please send this report to the Department of General Services address above.

E. PERFORMANCE BONDS

Some Master Services Agreement Orders issued to a contractor may require the contractor to secure a performance bond. If so required, the contractor, at no cost to the State, shall furnish to the agency, prior to commencement of work, a Faithful Performance Bond in the amount of fifty percent (50%) of the Total Cost shown on the Master Services Agreement Order. The bond shall be on a form from an admitted surety insurer and must guarantee the contractor's compliance with the terms of the Order and the Job Duty Statement

A performance bond will be required when an agency chooses to use progress payments. The use of progress payments requires that not less than ten percent (10%) of the total cost shown on the MSA Order shall be withheld pending final successful completion of the contract. However, if the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may

DOCUMENT CONVERSION SERVICES ORDERING PROCEDURES

be paid upon completion of that task. This is only applicable when the benefits of completion of that task can be fully utilized without completion of subsequent tasks. Separate distinct tasks and the percentage of the total cost shown on the MSA Order that will be withheld will be clearly identified in the agency's requirements, the Master Services Agreement Order and the Job Duty Statement.

If a performance bond is required, the agency requesting service will clearly identify the requirement for a performance bond in the written statement of the agency's requirements. When a performance bond is required, the payment terms applicable to progress payments shall be utilized for that order. If a performance bond is required of one contractor submitting a proposal in response to an agency's requirements, it will be required of all contractors.

F. DVBE

Since the Department of General Services awarded this MSA, the DGS will report any efforts towards DVBE participation. When placing an order against this MSA, agencies will not need to consider DVBE participation as a part of their selection criteria.

G. STATE POLICY FOR STATE AGENCIES

THE USE OF MASTER AGREEMENTS IS OPTIONAL. AGENCIES ARE STRONGLY ENCOURAGED TO OPTIMIZE THE BENEFITS OF THE MASTER AGREEMENT PROGRAM FOR THEIR AGENCY BY COMPARING DIFFERENT SCHEDULES FOR VARYING SERVICES AND PRICES AND CAREFULLY REVIEWING ALL CONTRACT TERMS AND CONDITIONS TO OBTAIN THE BEST VALUE AVAILABLE.

**Suppliers received awards in the following
CATEGORIES OF SERVICE
in the following regions based on the listed scores**

CATEGORIES I, IV & VII

Paper Conversion to Microform in volumes up to one million, one million to ten million and over ten million, respectively

CATEGORIES II, V & VIII

Paper Conversion to Electronic format in volumes up to one million, one million to ten million and over ten million, respectively

CATEGORIES III & VI

Microform conversion to electronic format in volumes up to one million and one million to ten million, respectively

Regions are according to the map on page 10.

SUPPLIER	CAT 2 REG 1
BMI IMAGING	1218
D-M INFORMATION SYS	996
DCS	910
DCS/FP	860
FILETRON	952
ITS	1038
PCI	1366
SAC F&F	871
VISUAL	1112
WAVE	1289

SUPPLIER	CAT 2 REG 2
BMI IMAGING	1242
D-M INFORMATION SYS	1013
DCS	865
FILETRON	967
ITS	1057
PCI	1393
SAC F&F	889
VISUAL	1133
WAVE	1314

SUPPLIER	CAT 2 REG 3,4
BMI IMAGING	1221
D-M INFORMATION SYS	1004
DCS	862
FILETRON	992
ITS	1045
MICRO IM.	1090
PCI	1369
RCI	1255
SAC F&F	873
VISUAL	1117
WAVE	1294

SUPPLIER	CAT 2 REG 5
BMI IMAGING	1239
D-M INFORMATION SYS	1011
DCS	863
FILETRON	989
ITS	1054
PCI	1389
SAC F&F	887
VISUAL	1130
WAVE	1310

SUPPLIER	CAT 1 REG 6-9
BMI IMAGING	1050
I-MAX	1019
MICRO PB	967
OMNI	1006
RCI	936
VISUAL	998
WAVE	988

SUPPLIER	CAT 1 REG 3,4
BMI IMAGING	1051
I-MAX	1020
MICRO IM.	896
MICRO PB	968
OMNI	1007
RCI	937
VISUAL	999
WAVE	989

SUPPLIER	CAT 1 REG 1,2,5
BMI IMAGING	1047
I-MAX	1016
MICRO PB	965
OMNI	1003
VISUAL	995
WAVE	985

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SUPPLIER	CAT 2 REG 6
BMI IMAGING	1227
D-M INFORMATION SYS	1007
DCS	864
FILETRON	987
ITS	1049
PCI	1377
RCI	1262
SAC F&F	878
VISUAL	1122
WAVE	1301

SUPPLIER	CAT 2 REG 7
BMI IMAGING	1205
D-M INFORMATION SYS	992
DCS	893
DCS/FP	858
FILETRON	990
ITS	1033
PCI	1352
RCI	1240
SAC F&F	862
VISUAL	1103
WAVE	1279

SUPPLIER	CAT 2 REG 8
BMI IMAGING	1207
D-M INFORMATION SYS	993
DCS	893
DCS/FP	859
FILETRON	982
ITS	1034
PCI	1354
RCI	1241
SAC F&F	863
VISUAL	1104
WAVE	1280

SUPPLIER	CAT 2 REG 9
BMI IMAGING	1219
D-M INFORMATION SYS	1001
DCS	876
FILETRON	982
ITS	1043
PCI	1367
RCI	1253
SAC F&F	872
VISUAL	1115
WAVE	1292

SUPPLIER	CAT 3 REG 1,2
BMI IMAGING	1140
FILETRON	908
PCI	1191
WAVE	811

SUPPLIER	CAT 3 REG 3,4
BMI IMAGING	1075
FILETRON	891
PCI	1122
WAVE	766
MICRO IM.	1260

SUPPLIER	CAT 3 REG 5,6,9
BMI IMAGING	1130
FILETRON	924
PCI	1181
WAVE	804

SUPPLIER	CAT 3 REG 8
BMI IMAGING	1127
FILETRON	929
PCI	1177
WAVE	802

SUPPLIER	CAT 3 REG 7
BMI IMAGING	1124
FILETRON	935
PCI	1174
WAVE	800

SUPPLIER	CAT 4 REG 1,2,5
BMI IMAGING	1023
I-MAX	1136
MICRO PB	937
VISUAL	941
WAVE	925

SUPPLIER	CAT 4 REG 3,4
BMI IMAGING	1016
I-MAX	1128
MICRO IM	954
MICRO PB	930
RCI	1101
VISUAL	935
WAVE	918

DOCUMENT CONVERSION SERVICES ORDERING PROCEDURES

SUPPLIER	CAT 4 REG 6-9
BMI IMAGING	1008
I-MAX	1118
MICRO PB	923
RCI	1091
VISUAL	928
WAVE	910

SUPPLIER	CAT 5 REG 6
BMI IMAGING	1240
D-M INFORMATION SYS	999
ITS	1032
PCI	1238
RCI	1299
WAVE	1144
WESTERN	940

SUPPLIER	CAT 5 REG 1
BMI IMAGING	1234
D-M INFORMATION SYS	994
DCS	882
DCS/FP	856
ITS	1028
PCI	1232
SAC F&F	812
WAVE	1138
WESTERN	936

SUPPLIER	CAT 5 REG 7,8
BMI IMAGING	1224
D-M INFORMATION SYS	988
DCS	840
ITS	1021
PCI	1224
RCI	1282
WAVE	1130
WESTERN	930

SUPPLIER	CAT 5 REG 2
BMI IMAGING	1271
D-M INFORMATION SYS	1020
DCS	838
ITS	1054
PCI	1268
SAC F&F	836
WAVE	1172
WESTERN	961

SUPPLIER	CAT 5 REG 9
BMI IMAGING	1233
D-M INFORMATION SYS	994
DCS	835
ITS	1027
PCI	1232
RCI	1291
WAVE	1137
WESTERN	936

SUPPLIER	CAT 5 REG 3,4
BMI IMAGING	1233
D-M INFORMATION SYS	995
ITS	1028
MICRO IM.	1047
PCI	1233
RCI	1292
WAVE	1138
WESTERN	937

SUPPLIER	CAT 6 REG 1,2,5-9
BMI IMAGING	1203
ITS	1031
PCI	1188

SUPPLIER	CAT 6 REG 3,4
BMI IMAGING	1016
ITS	879
MICRO IM.	1147
PCI	1011

SUPPLIER	CAT 5 REG 5
BMI IMAGING	1271
D-M INFORMATION SYS	1020
DCS	838
ITS	1054
PCI	1268
SAC F&F	836
WAVE	1172
WESTERN	961

SUPPLIER	CAT 7 REG 1,2,5
BMI IMAGING	975
I-MAX	1115
MICRO PB	942
WAVE	991

DOCUMENT CONVERSION SERVICES ORDERING PROCEDURES

SUPPLIER	CAT 7 REG 3,4
BMI IMAGING	961
I-MAX	1097
MICRO IM.	949
MICRO PB	927
RCI	1143
WAVE	975

SUPPLIER	CAT 7 REG 6-9
BMI IMAGING	951
I-MAX	1084
MICRO PB	917
RCI	1129
WAVE	965

SUPPLIER	CAT 8 REG 1
BMI IMAGING	1211
DCS	863
DCS/FP	840
PCI	1151
WAVE	1144

SUPPLIER	CAT 8 REG 2,5
BMI IMAGING	1279
PCI	1215
WAVE	1205

SUPPLIER	CAT 8 REG 3,4,6
PCI	1164
RCI	1305
WAVE	1156
BMI IMAGING	1225

SUPPLIER	CAT 8 REG 7,8
PCI	1142
RCI	1280
WAVE	1135
BMI IMAGING	1202

SUPPLIER	CAT 8 REG 9
PCI	1155
RCI	1294
WAVE	1147
BMI IMAGING	1215

CALIFORNIA MAP

FORMS

A. The STD. 65, CONTRACT/DELEGATION PURCHASE ORDER

1. **Agency Bill Code**

THIS FIELD IS MANDATORY. Place the Agency Bill Code as assigned by the Department of General Service in this field. There is to be only one bill code per order. Local agencies without a billing code may obtain a billing code by calling (916) 323-1030. Once assigned a billing code it can be used on all future orders.

2. **CONTRACT/DELEGATION NUMBER**

Enter the appropriate MSA number for the supplier with whom you are placing your order in this field. These numbers are located with the supplier's addresses in this Master Services Agreement in Section I-E.

3. **PAGE NUMBER AND TOTAL NUMBER**

Enter the page number and total number of pages for each order. This should be shown with two digits: (i.e. 01 of 02).

4. **SHIP TO**

Enter the Ship To address, or the address where documents will be picked up and delivered. Enter the name and telephone number of the person who will be responsible for accepting the work.

5. **BILL TO**

Enter the address where invoices will be sent. Enter the name **and** telephone number of the section that will be handling the invoice payment in your agency.

6. **AGENCY ORDER NUMBER**

Enter **your** agency's assigned purchase order number.

7. **TERMS**

Enter the terms for payment as **NET 60**.

8. **DATE**

Enter the date the purchase order will be mailed. The month, day and year should be indicated with two digits; (i.e. July 1, 1997 as 07/01/97).

9. **TO FIRM ADDRESS**

Enter the contractor's name and address as shown above in Section I-E.

10. **VENDOR NUMBER**

Enter the Contractor's vendor number. Refer to the section with the Contractor's name and address Section I-E above for the VIN #.

11. **DURATION, UNIT,**

For services you may wish to enter ongoing for duration and **LT** (one lot) for unit, otherwise the type service and pricing needs to be specified for each type service. Please see the sample STD 65.

12. **VOLUME & DESCRIPTION OF WORK**

For services please use the appropriate descriptions from the desired supplier's price list in Rider B. Be as exact to the supplier's descriptions as possible to describe the desired services and discounted prices. For example, for a simple conversion a supplier may be asked to provide the following:

Approximately 10 boxes per week, 480 boxes annually. Microfilming of both letter and legal sized documents processed and loaded in ANSI cartridge with single diazo duplicate. Document preparation is required.

Often suppliers will ask that a **document conversion plan** be developed and incorporated in the purchase order as an attachment that explains the work to be accomplished in some detail. The ordering agency will need to state the expected work in clear language that reflects accurately the pricing and expected tasks associated with each step of the plan. Plans may include complete detailed descriptions of the files and document preparation criteria, current filing system and retention schedules, expected image and indexing characteristics; as well as, the schedule for conversions, tasks, pick up and delivery requirements and any special handling and security requirements. The STD 65 will refer to this document under the description section.

Remember a statement regarding a *not to exceed* total figure for a specified time period is often required when the total is an estimate. Orders that are written for a specific time period, as opposed to a definite amount of work, may not continue beyond the expiration of the MSA.

13. **UNIT PRICE**

Insert the **DISCOUNTED** unit price for each type service provided. Services may be described as a *not to exceed* total, again, calculated using discounted prices. Prices may be totalled and then the total discounted; however if the unit of one (1) LT (lot) is used remember to take the discount into consideration when calculating the total price.

14. **EXTENSION**

Services may be described as one (1) lot (LT) and the *not to exceed* total inserted in the extension column..

15. **TOTAL**

Add the total of each type service from the extension column for this order, if there is more than one figure, and place the amount in this field. In the case of an amendment, enter the accumulated cost of the original order and the amendment amount to arrive at the total cost.

16. **SIGNATURE**

An original signature of the person with the proper signature authority within your department or agency to sign this order must appear on the purchase order.

DOCUMENT CONVERSION SERVICES ORDERING PROCEDURES

STATE OF CALIFORNIA CONTRACT/DELEGATION PURCHASE ORDER STD 65 (REV. 3-91)		AGENCY BILLING CODE 10100	CONTRACT/DELEGATION NO. 5 - 98 - 70 - 12	PAGE OF PAGE 01 OF 01	
S H DEPT OF FISH & GAME I 2100 CARNATION PLACE P SACRAMANTO CA 95814 - T Attn: A. GEORGE O ➤		B I DEPT OF FISH & GAME L 570 5TH STREET, SUITE 200 L CONCORD, CA 94520 - T ATTN: JOHN CATS O ➤		DATE (MONTH, DAY, YEAR) 09 / 01 / 97 AGENCY ORDER NUMBER PC 100000 VENDOR: THIS NUMBER <i>MUST</i> BE SHOWN ON INVOICE	
TO FIRM ABC COMPANY ADDRESS 1234 ANYWHERE STREET ANYPLACE, CA 95999 - ATTN: JOHN DOE 555-9798 (Type or Print Legibly)			COMPLETE ONLY WHEN TO BE USED AS VENDOR'S INVOICE		
VENDOR NUMBER 99999 S/B NO ETH			I hereby cerigy that this is a true and just bill and payment has not been received.		
NOTICE TO MERCHANT 1. Show the Agency order number and Contract/Delegation number on your invoice. 2. Show cash discounts offered on your invoice. 3. Submit invoice in triplicate. If not on printed bill head, vendor please sign invoice.			VENDOR'S INVOICE NUMBER		
4. Vendor's Federal Employer Identification Number is required. 5. Submit original receipted expense bills if your invoice includes prepaid transportation charges. 6. All shipments shall be F. O.B. destination unless otherwise stated on this order.			VENDOR'S SIGNATURE ➤		
DATE WANTED / /			TITLE (OWNER, MGR., CLERK, ETC.)		
SHIP VIA			VENDOR'S TAXPAYER I.D. NUMBER (FEIN)		
TERMS NET					
PROJECT INFORMATION	START DATE	DURATION	VOLUME & DESCRIPTION OF WORK	UNIT COST	EXTENSION
Microfilming, rotary 8 1/2 x 11 docs 8 1/2 x 14 docs Processing duplicate (diaz) 1 each Preparation Load in ANSI cartridge SAMPLE	3/1/97 " "	Ongoing " " SAMPLE	Approximately 10 boxes per week, 480 boxes annually Microfilming of both letter and legal sized documents processed and loaded in ANSI cartridge with single diazo duplicate. Preperation is required. SAMPLE	.015/frame .022/frame 2.1/ Roll 6.50/ duplicat 8.50/HR 2.00/cartridge SAMPLE	
FOB				SALES TAX	.
PROGRAM CATEGORY (CODE AND TITLE)		FUND TITLE	(OPTIONAL USE)	TOTAL	.
CHARGE AGAINST	ITEM	CHAPTER	STATUTE	FISCAL YEAR	OBJECT OF EXPENDITURE (CODE AND TITLE)
	1760-001-666	162		97 / 98	12
CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER			UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER		
I HEREBY CERTIFY, On my won personal knowledge that this order for the purchase of the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; that all such legal requirements have been fully complied with.			ADJUSTMENT INCREASING ENCUMBRANCES		
TITLE			ADJUSTMENT DECREASING ENCUMBRANCES		
SIGNATURE			CERTIFIED CORRECT (SIGNATURE)		
➤			➤		

DISTRIBUTION: Copy 1 - Vendor; Copy 2 - Procurement; Copy 3 - Packing Slip; Copies 4-7 - Miscellaneous (Agency)

DOCUMENT CONVERSION SERVICES ORDERING PROCEDURES

TASK SCHEDULES

/// EXAMPLE ///

Task Schedule No. 1 Title: Application Conversion

A. Task Description

The purpose of this task is to convert approximately 650,000 paper documents to be supplied by the State to the contractor XYZ for conversion to electronic image format (TIFF).

B. Contractor Tasks and Responsibilities

C. Deliverables

Contractor will deliver for each program listed under B, above, source code and brief program descriptions

D. Completion Criteria

E. State Responsibilities

1. Appoint a State contact by start of conversion to serve a liaison with Contractor and to provide consultation as necessary for the completion of this task. This contact will also coordinate the approval of the completion of this task.
2. Provide ... to Contractor for tasks listed under B, above, by start date.
3. Provide known test data and required program interfaces to be used in testing the applications listed under B, above.
4. Provide ... between 8:00 a.m. and 5:00 p.m. weekdays.

F. Scheduled Dates

Start: March 1, 1996

Completion: May 15, 1996

G. Fixed Price

\$ _____

STATE AGENCY MSA CONTRACT PERFORMANCE REPORT

1. GENERAL INFORMATION

Date: _____
Agency Name: _____ Contractor Name: _____
Contact Person: _____ Order Number: _____
Phone Number: _____

2. OUTSTANDING PERFORMANCE

Have you hired this Contractor previously? Yes _____ No _____

Provide a brief explanation of the situation and what was done by the Contractor that made their work outstanding:

3. PROBLEM REPORTING

Has the problem been resolved? Yes _____ No _____

Provide a brief explanation of the situation that resulted in the problem:

Discuss what has been done by the Contractor and your Agency to resolve the problem:

Reverse Side of the Contractor's STD 2, Standard Agreement, with DGS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this contract which are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claim.
2. The Contractor, and the agents and employees of Contractor, in performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State; this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

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GENERAL TERMS AND CONDITIONS

1. General

- a. The purpose of this document is to define certain tasks, establish the responsibilities for accomplishing these tasks, and prescribe the payment therefore.
- b. For that work which has been clearly identified, Rider B Task Schedules, as described in Paragraph 3 below, define and authorize such work on a Fixed Price basis, with a guarantee of task completion.
- c. To the extent that additional work, not foreseen at the time this Agreement is executed, must be accomplished, Work Authorizations, as described in Paragraph 9, will be the means for defining and authorizing such work on a Labor Hour basis.
- d. This Agreement shall be governed by the laws of the State of California.
- e. This Agreement may be amended only by mutual consent of the parties in writing.

2. Funding

The State's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The State's monetary obligation under this Agreement in subsequent fiscal years is subject to and contingent upon availability of funds appropriated for the purpose of this Agreement.

3. Statement of Work

- a. Contractor shall make available to the State technically competent personnel for the purpose of providing the services required to accomplish the tasks prescribed in Rider B Task Schedules, in the manner described herein. Each such task will be considered complete when the completion criteria, as defined in the applicable Task Schedule, are met.
- b. Each Task Schedule contains, as a minimum, a description of the task, a statement of the Contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated starting date, the scheduled completion date, and a fixed cost for each task. The aggregate of the fixed costs for all Task Schedules constitutes the fixed price ceiling for all tasks described in the various Task Schedules.
- c. The Contractor agrees that Contractor will perform the services for which the Contractor is responsible, that Contractor will accomplish this work in the manner and in the time stated in the Task Schedules, and that the Contractor will provide the deliverable items as required. This performance is predicted, however, on the State meeting its responsibilities in the time and manner described in the Task Schedules.

4. Control and Supervision

The services provided by the Contractor to accomplish the Statement of Work shall be under the control, management, and supervision of the Contractor.

5. Personnel

- a. Contractor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed to otherwise by the State.
- b. The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Agreement. If the State exercises this right, and the Contractor cannot immediately replace

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the disapproved personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected hereby.

- c. The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however, subject to Paragraph 5b above, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel.
- d. In recognition of the fact that Contractor personnel providing services under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent Contractor from performing such similar services or restrict Contractor from using the personnel provided to the State under this Agreement, providing that such use does not conflict with the performance of services under this Agreement.

6. Responsibilities of the State

- a. The State shall provide normal office working facilities and equipment necessary for Contractor performance under this Agreement. Any special requirements (e.g., reprographic services, computer time, keydata entry, etc.) are identified in the Task Schedules.
- b. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth in the various Task Schedules.
- c. Delay or failure by the State to fulfill the above described responsibilities, such that the Contractor is prevented from performing in accordance with the applicable Task Schedules, may result in additional costs to the State and deviations from previously agreed upon work schedules. In this event, the State and Contractor will initiate one or more Work Authorizations, as described in Paragraph 9. Should the Contractor determine that a delay exists, or is probable due to failure of the State, the Contractor will notify the State in writing immediately. Communications should be addressed to the State Representative named in the order.

7. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

8. Rights in Data

- a. All technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the State and may be copyrighted by the State.
- b. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the State can be used by either party in any way it may deem appropriate.
- c. All inventions, discoveries or improvements of the computer programs developed pursuant to this Agreement shall be the property of the State. The State agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor or any other such person and further agrees that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.
- d. This Agreement shall not preclude the Contractor from developing materials outside this Agreement which are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Agreement.

9. Unanticipated Tasks

- a. In the event that additional work must be performed which was wholly unanticipated, and which was identified in neither the State's solicitation document nor the Contractor's bid submitted in response hereto, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this article will be employed.
- b. For each item of unanticipated work, a Work Authorization will be prepared in accordance with the sample attached as Exhibit A and will be incorporated as a Schedule to this Agreement.
- c. It is understood and agreed by both parties to this Agreement that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such Work Authorization added as a Schedule to this Agreement. Such Work Authorization shall in no way constitute a contract other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.
- d. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the Work Authorization.
- e. In addition, each Work Authorization shall include, as appropriate, the identification by the State of all confidential data and information to be made available to the Contractor in order to carry out this Agreement, as well as written statements of the State's procedural requirements for protection of such data and information from unauthorized use or disclosure. The Contractor agrees the Contractor will protect such data from unauthorized use or disclosure in accordance with Paragraph 7.

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- f. All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and State Representative named in the order .
- g. The State has the right to require the Contractor to stop or suspend work on any Work Authorization by fifteen (15) calendar days' prior written notice. The Contractor agrees to stop or suspend work earlier than fifteen (15) days, if Contractor employees engaged in the work can be reassigned to other duties.
- h. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - 1) If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Agreement cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:
 - a) Authorize the Contractor to expend the estimated additional work hours of service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or
 - b) terminate the Work Authorization, or
 - c) alter the scope of the Work Authorization in order to define tasks which can be accomplished within the remaining estimated work hours.
 - 2) The State will notify the Contractor in writing of its election within seven (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours of services. The State agrees to reimburse the Contractor for such additional work hours.

10. Reporting, Invoicing, and Payment for Services

[Note: Payment as shown under paragraphs 10b and 10c below must be tailored to be applicable to law and your procurement. PCC 12112 states that progress payments can only be made when the Contractor is developing something that is not suitable for sale to others in the ordinary course of the Contractor's business. Be aware that when there are progress payments, a faithful performance bond is required in the amount of one-half of the total contract.]

- a. The Contractor shall provide a weekly written and oral status report, including a review of current and subsequent weeks' work plans and an analysis of any problems previously encountered and still unresolved or anticipated to be encountered. These reports will be made to the State representative named in Rider A and to any personnel deemed appropriate.
- b. During the execution of each Task Schedule which involves the delivery to the State of identified deliverable items, the Contractor may submit periodically to the State invoices reflecting a pro-rata cost of the task schedules, determined on the basis of the lesser of either:
 - 1) the number of deliverables provided to the State divided by the total number of deliverables required to be delivered to the State, less 25 percent, less any amounts previously invoiced; or
 - 2) the number of work-hours expended by the Contractor in the performance of the task divided by the number of work hours scheduled for the task, less 25 percent, less any amounts previously invoiced.
- c. For those Task Schedules which do not involve delivery to the State of identified deliverable items, but which are of a continuing nature, the Contractor may submit invoices reflecting a pro-rata cost of the Task Schedule, less 10 percent, less any amount previously invoiced. Actual progress payment amounts for such

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Task Schedules must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.

- d. Upon completion of a Task Schedule to the satisfaction of the State, the full charge for such Task Schedule, less amounts previously invoiced to the State in accordance with paragraphs 10b or 10c above, may be submitted for payment. However, this is only applicable when the benefits of completion of a Task Schedule can be fully utilized without completion of a subsequent Task Schedule(s).
- e. In the event that unanticipated work is performed, invoices for services as reflected on Work Authorizations will be submitted to the State for payment. The Contractor will invoice the State monthly for the work hours expended in each Work Authorization for the preceding month. Each such invoice shall reflect the number of hours worked by each classification of Contractor personnel and the applicable billing rates. In no event shall the total amount paid for such unanticipated work exceed 10 percent of the total amount of this agreement.
- f. Invoices prepared in accordance with paragraphs 10b, c, d, and e, above will not be submitted more frequently than monthly to the State.
- g. In the aggregate, invoices reflecting progress payments will not exceed 90 percent of the ceiling amount of the agreement, with the balance to be invoiced upon satisfactory completion of the Agreement.
- h. The State shall make payment to the Contractor as promptly as fiscal procedures permit for performance under this Agreement in accordance with applicable completion criteria as accepted by the State and in accordance with invoices submitted. If the Contractor is a nonprofit organization and contract value is less than \$500,000, or if the Contractor is a small business, payment is due 30 days from the date the services are received and accepted by the State or 30 days from the date a corrected invoice is received in the office specified by the State, whichever is later. Payment is due to any other Contractor 60 days from the date the services are received and accepted by the State or 60 days from the date a correct invoice is received in the office specified by the State, whichever is later. When provision is made for a testing period preceding acceptance by the State, date of acceptance shall mean the date services are accepted by the State during the specified testing period.
- i. The State shall pay to the Contractor any California State and local sales/use taxes on the personal services provided pursuant to this Agreement.

11. Liabilities for Damages

The Contractor shall be relieved from liability with respect to the performance of work as outlined in each Task Schedule when the State agrees the Task Schedule has been satisfactorily completed.

Except for liability for injury to persons or damage to property, the Contractor will be liable for damages only to the extent of the maximum amount of this Agreement.

IN NO EVENT WILL THE CONTRACTOR OR THE STATE BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL LIMIT CONTRACTOR'S LIABILITY FOR PERSONAL INJURY AND DAMAGE TO PROPERTY CAUSED BY CONTRACTOR'S NEGLIGENCE OR TORTIOUS ACT.

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, Acts of God or of the public enemy, acts of the State

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in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

12. Disputes

- a. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the Deputy Director, Procurement Division of the Department of General Services, or a representative, shall be available to assist in the resolution by providing advice to both parties as to the State of California EDP policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.
- b. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

13. Contractor Evaluation

In accordance with the California Government Code, contractor performance evaluation will be completed within the guidelines of the State Administrative Manual, Section 1283. The State contracting agency, upon contract completion, will complete and forward the contractor evaluation to the Department of General Services.

14. Assignment of Antitrust Actions

The following provisions of Government Code Section 4552, 4553, and 4554 (Statutes of 1978, Ch. 414) shall be applicable to the Contractor.

"In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder."

"If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery."

"Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured hereby, or (b) the assignee declines to file a court action for the cause of action."

15. National Labor Relations Board Certification

By signing hereon the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which

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orders the Contractor to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with Public Contract Code Section 10296.

16. Statement of Compliance

The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.

17. Examination and Audit

a. Contract Audit

The contracting parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 . The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

b. DVBE Audit

Contractor agrees that the awarding department, or its delegatee, will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the awarding department, or its delegatee, with any relevant information requested and shall permit the awarding department, or its delegatee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., the Military and Veterans Code 999 et seq. and Title 2 , California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

18. Drug-Free Workplace Certification.

By signing this contract the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and
 - 4) penalties that may be imposed upon employees for drug abuse violations.

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- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
- 1) will receive a copy of the company's drug-free policy statement; and,
 - 2) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor or grantee may be ineligible for award or any future state contracts if the department determines that any of the following has occurred: (1) the Contractor or grantee has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

19. FORCED, CONVICT AND INDENTURED LABOR

No foreign-made equipment, materials, or supplies furnished to the state pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the state or accepting a purchase order, the contractor agrees to comply with this provision of the contract.

20. THE TRANSITION THROUGH YEAR 2000

The contractor warrants that its hardware, software, and firmware products delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and/or sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date data with it. This warranty is subject to the warranty terms and conditions of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 performance.

(In some cases, such as renewals of existing contracts, where the contractor acknowledges up front that some of the hardware, software, or firmware is not Year 2000 ready, the State would allow the contractor to use the following alternate language [underline for emphasis]):

The contractor warrants that its hardware, software, and firmware products delivered under this contract as specified in the product documentation supplied by the contractor shall be able to accurately process date data (including, but not limited to, calculating, comparing, and/or sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date data with it. This warranty is subject to the warranty terms and conditions of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 performance.

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RIDER A—SPECIAL PROVISIONS

1. INVOICES

Invoices shall be submitted to the “Mail & Bill To:” address of the applicable MSA order, Contract/Delegation Purchase Order, STD 65.

2. REPORTING

The Contractor shall deliver to the Department of General Services Procurement Division Master Agreement Unit, no later than the twentieth (20) working day of the month following the period for which the data is compiled, a management report summarizing information for each agency and each Order within the reporting period. The format of the report shall be determined by the Department of General Services Procurement Division after contract award and shall be subject to change upon thirty (30) days notice from same. Reports are to be provided monthly unless otherwise indicated by the Department of General Services Procurement Division. The report is to be sorted by State agency name and then by date. Each line of the report should represent one MSA Order, and contain the following information:

- Agency Name
- Agency Location
- STD 65 Order Number
- Order term
- Agency billing code for the Order
- Classification Designation
- Hourly rate
- Name of Contractor hired
- Total dollars approved for Order

The end of the report shall contain a cumulative summary section which recaps 1) associated Order numbers by agency, and if the Contractor is no longer working on the Order, the last day the Contractor worked; 2) Order numbers and contact dates for which the Contractor was unable to provide resumes; and 3) hours worked by Category within each contract year.

3. WORK AUTHORIZATIONS

Exhibit A provides an example of a Work Order Statement which must be completed by the agency and included with each MSA Order, CONTRACT/DELEGATION PURCHASE ORDER, STD 65.

4. CONTRACTS IN EXCESS OF \$200,000

For contracts in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 (Public Contract Code 10353).

5. NONDISCRIMINATION CLAUSE

(The following is form Std. 17A. If form Std. 17B is needed, the language must be revised)

During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

FEDERAL FUNDING

It is mutually understood that MSA Orders may involve Federal funding. If sufficient funds are not made available by Congress to the State agency submitting the Order, the agency has the option to void the Order under a thirty (30) day cancellation provision or to amend the Order to reflect any reduction of funds.

ESCALATION OF CONTRACT COSTS FOR YEARS TWO AND THREE

Before the anniversary of the award of the contract if the State decides to exercise its option to extend the contract on a year to year basis (up to two (2) additional years), the State will contact the contractor(s) to verify: 1) if the contractor(s) desires to escalate their rate(s) as specified based on the current rate(s) or 2) to escalate their rate(s) at a lower escalation percentage.

The State will use the contractor provided escalation percentage to determine the escalated contract rate(s) for the additional year(s). This will be calculated by using the current contract rate(s) multiplied by the escalation percentage, then adding that result to the current rate(s) to determine the new contract rate(s). (Example Current rate is \$100.00 x 10% = \$10.00 New rate is \$100.00 + \$10.00 or \$110.00)

An Amendment will then be issued to the MSA with the new rates and contract period.

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PUBLISHED PRICE LISTS

The following discounts shall apply to each contractor's respective price list enclosed.

SUPPLIER	CATEGORY	REGION	DISCOUNT
BMI IMAGE SYSTEMS	I, II, III, IV, V, VI, VII, VIII	ALL	-20%
DOCUMENT CONTROL SOLUTIONS	II	1	-15%
	II	2 THRU 6	-4%
	II	7 & 8	-6%
	II	9	-5%
	V & VIII	1	-15%
	V & VIII	2 THRU 6	-2%
	V & VIII	7 & 8	-6%
	V & VIII	9	-5%
DOCUMENT CONTROL SOLUTIONS/FILE PROS	II	1	-15%
	II	2 THRU 6	-4%
	II	7 & 8	-6%
	II	9	-2%
	V & VIII	1	-15%
	V & VIII	2 THRU 6	-2%
	V & VIII	7 & 8	-6%
	V & VIII	9	-2%
D-M INFORMATION SYSTEMS	II & V	ALL	0%
FILETRON	II & III	1 & 2	-30%
	II & III	3, 4, 8	-34%
	II & III	5, 6, 9	-33%
	II & III	7	-35%
IMAGEMAX	I, II, III, IV, V, VI, VII, VIII	ALL	-33.33%
IMAGE TECHNICAL SERVICE	II, V, VI	ALL	-12%
MICRO IMAGES/800 SCAN	I, II, III, IV, V, VI, VII	3 & 4	-25%
MICRO PUBLICATIONS SYSTEMS	I	ALL	-10%
	IV	ALL	-15%
	VII	ALL	-20%
OMNI MICROGRAPHICS	I	ALL	0%
PC IMAGING	II & III	ALL	-30%
	V & VI	ALL	-32%
	VIII	ALL	-34%
RCI IMAGE SYSTEMS	I & II	ALL	-15%
	IV & V	ALL	-25%
	VII & VIII	ALL	-30%
SACRAMENTO FILE & FURNITURE	II & V	ALL	-30%
VISUAL GRAPHIX	I, II, IV	ALL	0%
WAVE INSTRUMENT CORP.	I, II, III	ALL	-20%
	IV, V	ALL	-25%
	VII, VII	ALL	-30%
WESTERN INTEGRATED SYSTEMS	V	ALL	-60.8%

CATEGORIES I, IV & VII

Paper Conversion to Microform in volumes up to one million, one million to ten million and over ten million, respectively

CATEGORIES II, V & VIII

Paper Conversion to Electronic format in volumes up to one million, one million to ten million and over ten million, respectively

CATEGORIES III & VI

Microform conversion to electronic format in volumes up to one million and one million to ten million, respectively