

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND KOFILE TECHNOLOGIES, INC.

This Agreement is entered into this ____ day of _____, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Kofile Technologies, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of record preservation services and shelving products.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance

Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed three million and 00/100 dollars (\$3,000,000) unless agreed to otherwise in writing by the parties. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. County will be responsible for payment of all applicable sales tax.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 5, 2021, through October 4, 2022.

4. Termination

This Agreement may be terminated by Contractor or by the County Recorder, Assessor and Clerk without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Contractor shall also be entitled to receive payment for related costs accrued prior to receipt of the notice of termination if, after reasonable effort Contractor cannot avoid the accrued costs. In the event such costs are related to products County shall be entitled to receive products upon payment. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless and Limitation of Liability

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from the negligent act or omission of Contractor in the performance of this Agreement, , or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging; or

(C) any other loss or cost, including but not limited to a pro rata portion for loss or cost caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Limitation of Liability

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONTRACTOR HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING SIX MILLION AND 00/100 (\$6,000,000.00). UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice. Notwithstanding the foregoing, Contractor may assign this Agreement a corporate affiliate or in the event of the sale of all or substantially all of Contractor's assets with advance notice to County.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Contractor agrees to provide thirty (30) days' notice in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for

workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$6,000,000
- (b) Motor Vehicle Liability Insurance... \$6,000,000
- (c) Professional Liability..... \$6,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on coverages set forth in (a) and (b) above; all policies shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of Section g(iii), the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

Based upon the nature and location where Services are to be performed and as otherwise appropriate, Contractor is not required to comply with Chapter 2.88 of the San Mateo County Ordinance Code.

12. Compliance with County Employee Jury Service Ordinance

For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California. Notwithstanding the foregoing, unless otherwise agreed in writing by the parties, Contractor is only required to maintain digital images of County records digitized by Contractor for a period of ninety (90) days after such images are provided to County in the agreed upon electronic format.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Mark Church, Assessor-County Clerk-Recorder
555 County Ctr,
Redwood, CA 94063
650-363-4500

In the case of Contractor, to:

Kofile Technologies, Inc.
6300 Cedar Springs, Road
Dallas, Texas 75235
Attention: Legal department
Email: Michael.strachan.kofile.com

17. **Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:



Contractor Signature

September 1, 2021
Date

Jonathan Mohn
Contractor Name (please print)



COUNTY OF SAN MATEO

By:

President, Board of Supervisors,
San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

SCOPE OF SERVICES DEFINED: Records receive the following services as appropriate.

PLATS: (PRV) Preservation—Conservation Treatments, Deacidify, & Encapsulate

- Surface cleaning and flattening, as necessary. Flattening is mechanical, steam, or byultrasonic humidification.
- Mounted maps are dismounted from secondary supports if the process will not cause furtherdegradation. Likewise, fragile plats are backed onto acid free paper, if necessary, with acid free and reversible archival adhesives.
- Pressure sensitive tape and adhesive residue are reduced as much as possible withoutfurther degradation to the original. Tape stains are reduced as possible.
- Deacidification with Bookkeepers®. Some materials are not appropriate for deacidification, such architectural linen or pages comprised from acid-based imaging, such as blueprint andblue line.
- Mending with Japanese tissue and methylcellulose adhesive, LC tissue, or Filmoplast R® (anacrylic-based, acid free, and reversible heat set tissue). Architectural linen maps are repaired/backed with acid-free linen support.
- Encapsulate in 4 mil capsules composed of SKC SH72S® PET polyester film. Size is 26.5" x 19" or24.5" x 37" or custom. Weld three or four sides per customer option.
- Capsules are punched 8" – 7" – 8" CC for attachment to Enduro® wishbone hangers. If requested, three envelopes can be placed on each hanger. The capsules also add fire andwater protection.
- **Rehousing Cabinet System and Supplies:** Rehouse plats in custom 2-Tier and 4-Tier Enduro®Map Un-Cabinets (comparable to CalCabs). This inventory will require 14 cabinets.
 - ◇ Units are fabricated and shipped within 8 to 12 weeks from receipt of the Purchase Order.This system houses the greatest amount of plats per hanger available.
 - ◇ In addition to ease of access, vertical storage increases fire protection and guards against water damage. The new system will minimize handling (caused by the pulling in and out of numerous maps stored in one plat pocket) of individual maps.
 - ◇ Pricing includes shipping and installation.

(IM) Archival Imaging—Capture, Processing, & Enhancement

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality forpoor contrast and illegibility. Gray-scale ensures optimum resolution for each page.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format.
- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with customimage clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to insure bestquality image.
- Images are named (tagged for the directory file structure) by Book, Volume, and Page.
- Images are grouped (stapled) together to form documents.
- When multiple documents (Deeds, etc.) exist on a single page, images are split so that each is viewable individually.

- If requested, annotations are supported to allow the electronic addition (either custom or Book/Volume/Page) on the digital image to assist in recording keeping. This service is not applicable to Vitals.
- Effectiveness and minimum legibility is verified through rigorous and systematic quality control. Each image is certified and sight-checked to ensure there are no missing pages, double feeds, and to account for "A" pages (added to the original).
- The County receives a MASTER in a medium suitable to the project size (e.g., CD, DVD, ftp, flash drive).
- Kofile can hold a security copy of all digital images for safekeeping. Kofile does not sell, distribute, or grant unauthorized access to County records.

(MM) Archival Microfilm

- Archival silver microfilm is produced in 16mm from the processed digital images. (Large format images are captured on 35mm, as they cannot compress to 16mm without resolution loss.)
- Microfilm serves as a security backup for disaster recovery. Microfilm is EPM's Life Expectancy (LE) 500 years ImageLink.
- Each box is labeled to identify its contents.

4Post™ Archival Shelving System with MobileTrak Solution

- Supplementary 4Post™ Shelving System for new binders. Each unit contains five shelves and measures 85.25"H x 20"D x 42"W. Pricing includes over-the-threshold delivery and installation. Each unit has a max capacity of approx. 50 binders (dependent on binder capacity).
- The high-density mobile storage system with MobileTrak will consist of storage housings mounted on wheeled carriage assemblies riding on multiple steel rails. The purpose is to allow multiple ranges of storage housings to be accessed by means of one moving aisle, thus greatly reducing floor space requirements. The carriage is formed of a bolted structural steel frame with precision machined and balanced steel wheels aligning to corresponding steel rails. All bearings are permanently lubricated and shielded.
- *DISCLAIMER: The Shelving System was designed per the County's needs assessment performed by Kofile representatives in 2013. This shelving solution is estimated to house this collection following the completion of preservation services.

Total System Weight: 105,823 lbs.

Estimated Media Weight: 165,240 lbs.

Total Lineal Filing Inches: 82,620"

Estimated Total Weight: 271,063 lbs.

The County's required Lineal Filing inches are subject to change based on the size and quantity of volumes (returning after preservation services are complete) and the media being stored on the shelving units. If the County adds media that was not included in this 2013 assessment, then the lineal filing inches available on this system per this proposal may require adjustments.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor will invoice County for twenty percent (20%) of the Phase Total upon execution of this Agreement. Thereafter, Contractor will provide County an itemized statement reflecting services completed. Upon exhaustion of the initial payment, Contractor will provide County an itemized invoice monthly for completed services. Payment terms for all invoices shall be net 30.

PHASE EXCERPT									
FY21-22 PRIORITY ITEMS: MAPS & SHELVING SYSTEM									
RECORDS SERIES TITLE	VOLUME	DATE	PAGES	LEVEL OF SERVICE	PRICE QUOTE				
					(PRV) PRESERVE	RE-HOUSE SUPPLIES	(IM) IMAGING	(MM) FILM	LINE ITEM TOTAL
MAP COLLECTION ONE: BOOKS									
Map Book	A-E, 1&2	c. 1850s	553 Maps	PRV/IM/MM	\$743,500.00	\$13,625.16	\$8,295.00	\$359.45	\$765,779.61
Original Map	5-9	[?]-1909	235 Maps		\$235,000.00	\$5,790.08	\$3,525.00	\$152.75	\$244,467.83
MAP COLLECTION TWO: CABINETS									
Parcel Map	1-69	c. 1855-[?]	5,300 Maps	PRV/IM/MM	\$795,000.00	\$130,584.76	\$79,000.00	\$3,445.00	\$1,008,529.76
MAPS SUBTOTALS				MAPS SUBTOTAL	\$1,773,500.00	\$150,000.00	\$91,320.00	\$3,957.20	\$2,018,777.20
				ESTIMATED TAX*	n/a	(+) \$14,625.00	(+) \$8,903.70	(+) \$385.83	(+) \$23,914.53
				GSA IFF 0.75%	(+) \$13,301.25	(+) \$1,125.00	(+) \$684.90	(+) \$29.68	(+) \$15,140.83
				MAPS SUBTOTAL	\$1,786,801.25	\$165,750.00	\$100,908.60	\$4,372.71	\$2,057,832.56
CUSTOM 4POST™ SHELVING SYSTEM WITH MOBILETRAK									
SOLUTION	DESCRIPTION			QUANTITY	ASSOCIATED COST	ESTIMATED TAX*	GSA IFF 0.75%	LINE TOTAL	
Shelving System	4Post™ Archival Shelving (Freestanding)			30 Units	\$16,611.84	(+) \$1,619.65	(+) \$124.59	\$18,356.08	
	4Post™ Archival Shelving with MobileTrak (Mechanical)	System A	152 Units	\$163,434.68	(+) \$15,934.88	(+) \$1,225.76	\$180,595.32		
		System B	152 Units	\$163,434.68	(+) \$15,934.88	(+) \$1,225.76	\$180,595.32		
		System C	152 Units	\$163,434.68	(+) \$15,934.88	(+) \$1,225.76	\$180,595.32		
Special Shipping & Installation					\$340,000.00	n/a	n/a	\$340,000.00	
								SHELVING SUBTOTAL	\$900,142.04

PHASE TOTAL						
(PRV) PRESERVE	RE-HOUSE SUPPLIES	(IM) IMAGING	(MM) FILM	SHELVING	EST. TAX*	PHASE TOTAL
\$1,786,801.25	\$151,125.00	\$92,004.90	\$3,986.88	\$850,717.75	\$73,338.82	\$2,957,974.60

*Any applicable sales tax are the responsibility of the County. Sales & Use tax is estimated at 9.75%; rate.

PURCHASING VIA GSA

Kofile's federal cooperative purchasing (CO-OP) contract extends to state and local government. This GSA Multiple Award Schedule (MAS) Contract No. **GS-35F-275AA**. The County is eligible for to purchase from this contract. This MAS CO-OP Contract presents professional information technology labor categories for data conversion & records management services. Other information pulled from GSA literature that may be helpful includes:

- The MAS contract is available for Cooperative Purchasing with state and local governments at any time, for any reason, using any funds available.
- Use of the GSA as a cooperative purchasing vehicle is entirely voluntary.
- The eligible vendors are knowledgeable about Cooperative Purchasing. Vendors are prepared to be a GSA customer's primary point of contact. Furthermore, customers are free to enter into a Cooperative Purchasing agreement with any Schedule vendor without involving GSA.

To purchase from GSA, you only need follow the County's applicable purchasing requirements. When issued, reference **GS-35F-275AA** on the PO. Kofile is responsible for reporting the sale to GSA and there is a 0.75% fee built in the client's quote for the order.

GSA line items are billed per hourly charges for the work performed. Any ancillary items (e.g. shelving) is billed as Order Level Materials (with a cap of 33.33% per order).

GSA LINE ITEMS					
SPECIAL ITEM NO. (SIN)	PART NO.	DESCRIPTION	UNIT PRICE	QTY.	LINE ITEM TOTAL
SIN 132 51	TCS005	Graphic Artist I	\$65.00/Hour	7,189.662	\$467,328.03
SIN 132 51	TCS006	Graphic Artist II	\$75.00/Hour	7,186	\$538,950.00
SIN 132 51	TCS007	Information Assurance Engineer I	\$65.00/Hour	7,186	\$467,090.00
SIN 132 51	TCS008	Information Assurance Engineer II	\$75.00/Hour	7,186	\$538,950.00
SIN 132 51	TCS010	Project Manager	\$180.00/Hour	120	\$21,600.00
SIN 70 500	Order Level Materials (OLM) – Shelving				\$510,717.75
Special Shipping (Not Subject to Fee)					\$340,000.00
PROJECT TOTAL (LESS TAXES)					\$2,884,635.78