

**GENERAL SERVICES AGREEMENT BETWEEN
LAYTON DOCUMENT SYSTEMS, INC.
AND THE CITY OF ANN ARBOR
FOR RFP 18-20 DIGITAL SCANNING SERVICES FOR PERMITS, PLANS AND PROJECTS**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Layton Document Systems, Inc. ("Contractor"), a Georgia corporation with its address at 1303 Cumberland Creek Ter. SW. Marietta, GA 30008, agree as follows:

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Community Services Area.

Contract Administrator means Scott J. Harrod, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means Digital Scanning Services for Permits, Plans and Projects pursuant to RFP 18-20.

II. DURATION

Contractor shall commence performance on January 31st, 2019 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XII. Furthermore, the unit pricing described in Exhibit B shall be firm, subject to the terms and conditions of this Agreement, for three years from the Agreement's Commencement Date for other City projects at the City's sole option. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

A. The Contractor agrees to provide digital scanning of paper, microfilm and microfiche ("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

Contract and Exhibits
RFP No. 18-20 and all Addendum thereto (if any)
Bid Proposal of Contractor, dated May 3, 2018, and restated and attached
as Exhibit A.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party shall be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price restated in Exhibit B. The total fee to be paid the Contractor for the Services shall not exceed (\$165,658.36), unless approved in writing by the City's authorized representative. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor shall be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as shall protect itself and the City from all claims for bodily injuries, death, or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it shall receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. WAGE REQUIREMENTS

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

VIII. NON-DISCRIMINATION

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

IX. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.

- C. The Contractor warrants that it has available, or shall engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and shall not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor certifies that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a bid for the purpose of restricting competition.

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

XI. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and IX shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XIII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIV. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice shall be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Layton Document Systems, Inc.
Johnny Hill, Vice President
1303 Cumberland Creek Ter SW
Marietta, GA 30008

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Derek Delacourt, Community Services Area Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XV. CHOICE OF LAW AND FORUM

This Agreement shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XVI. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, that provision shall be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with Exhibits A, B, C, RFP 18-20, and Contractor's Response to RFP 18-20, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature shall be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement shall become effective when all parties have signed it. The Effective Date of this Agreement shall be the date this Agreement is signed by the last party to sign it.

FOR CONTRACTOR

By _____
Johnny Hill, Vice President

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Derek Delacourt, Service Area Administrator

By _____
Howard S. Lazarus, City Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES*

Project Management

Contractor shall work with City to develop a work plan document that shall be delivered to the City within 2 weeks of the project commencement date. The work plan document shall be a detailed comprehensive methodology complete with narrative descriptions and applicable process flowcharts of all steps and processes. It shall include:

- Detailed conversion procedures
- Definition of roles and responsibilities
- Descriptions of all steps to be followed
- Flowcharts and narratives of all processes
- Method of delivery of all tools, checklists, and reports so that the City can track, in real time, the status of files scanned, in scanning, in indexing, optical media returned to the City, QA, etc...

No Imaging activities shall start until these procedures have been reviewed and accepted by the City. Contractor shall execute a pilot microfiche imaging (preliminary production test) within seven (7) days of delivery of product. The sample images shall be provided to the City for reviewing via secure sFTP or e-mail with link to our secure website. Layton Graphics shall provide the City a temporary Logon ID and Password to access our sFTP and web portal.

Following completion and delivery of pilot images, and before proceeding with the scanning of further microfiche files, Contractor and the City shall meet via teleconference call, to identify, revise, and update the approach and process for further conversion if necessary. After review and acceptance of the modifications, Contractor shall proceed with the scanning of further microfiche files.

Review of Data

Contractor shall implement procedures in batches, starting with batch 1, and continue through batch 2, batch 3 and so on, that shall allow the City the ability to review image and index products immediately after they complete each production of microfiche imaging batch to ensure that no problems crop up and that both the City and Contractor expectations are met and established and agreed upon procedures are followed. Contractor shall establish a reporting system that can be viewed real time by the City staff to review the following:

- 1) Manifest
- 2) Reports
- 3) Images
- 4) Schedules
- 5) Logs

Contractor shall continually update the City's designated representative on project status. Contractor shall provide electronic tracking of data at all times for the City to review. There shall be a bi-weekly teleconference call to report, discuss, and summarize project status. Contractor shall prepare and submit to the Contract Administrator the weekly status report summarizing the following:

- 1) Progress and achievement reporting
- 2) Progress expected during the next reporting period
- 3) Is the project on track for delivery as scheduled
- 4) Reconciliation of progress during the reporting period and expected progress per the previous reporting period

- 5) Potential problems experienced during the previous reporting period
- 6) Corrective actions taken and recommendations proposed for resolving problems
- 7) Any anticipated problems and recommendation for preventative actions
- 8) Discuss technical issues that must be resolved

Project Design

Contractor shall develop and implement standards, process and procedures, flowcharts, and diagrams that identify all processes, logs, and instructions to handle documents provided by the City for document preparation, verification of receipt, scanning, image verification, quality verification, creation of necessary indexes as described in the RFP, provide images and indexes in an acceptable file format, image quality assurance, data base quality assurance, image and database quality assurance and final delivery, document return and delivery of the final data.

Document Transportation

Contractor shall be responsible for transportation of all documents from the City designated location to Contractor's facility in Marietta, Georgia by utilizing our company-owned vehicles. Contractor shall be granted access to the Community Services Area 1st floor of City Hall and the basement of Fire Station #2 by City staff between the hours of 9am and 4pm Monday thru Friday (except City Holidays) in order to box the existing inventory of large format, micro film and microfiche items for shipping.

Contractor shall use its own supply of boxes, packing material and staff to prepare the entire estimated inventory of 10,066 large format documents, 1,025 rolls of micro film and 15,072 microfiche jackets for shipment.

The Contractor shall box and ship the entire inventory of large format, micro film and microfiche items in one trip from the City.

Contractor's Dedicated Transportation Service shall provide a secure and documented chain of custody for the transportation, including:

- Securely transport documents in a dedicated vehicle equipped with TotalControl solution (Satellite-GPS locator and proprietary software) that delivers security, tracking, and auditable chain of custody
- Uses our standard highly trained and thoroughly vetted drivers, with the option of assigning a second Layton Graphics employee to stay with your documents at all times
- All document transportation services are provided by Layton Graphics, point-to-point service, performed by our full-time employees
- Ensure that all documents transfer occur in-person and that documents are never left unattended at any time
- Track documents with TotalControl solution, which includes unique vehicle security features, driver training and standard operating procedures

Upon arrival at the Contractor's facility, Contractor shall verify a detailed inventory list provided by the City of what boxes/documents have been sent for digital imaging. Contractor shall then assign a work order and batch number to each group packed and shipped so that it can be monitored throughout the scanning, indexing, quality control and file creation process.

Document Preparation

Document preparation for Microfilm/Microfiche shall include the following steps:

- Verify shipping log and customer inventory spreadsheet if any.
- Clean the microfiche jackets of any finger prints, dust if needed to ensure the clarity of digital images.
- Patching and taping torn microfiche jackets.

- Ensure all microfilms inside the jacket straightened, no overlapping each other to avoid data loss.
- Count all microfiche cards to ensure every document record shall be accounted for during conversion process.

Document preparation for Paper Documents shall include the following steps:

- Verify shipping log from delivery of documents.
- Create and insert a barcoded lead sheet which identified each document record through the conversion process.
- Removal of staples, paper clips, rubber bands, clamps, etc., from documents.
- Patching and taping torn documents.
- Separate forms and continuous feed computer into single pages.
- Attachment of under-sized paper to 8.5 x 11 sheets.
- Remove post-it notes from document pages
- All edges of document shall be straightened to be visible in the image, to avoid data loss from the corners of documents.
- Count all pages prepared for imaging to ensure every page shall be accounted for later by comparing with the total scanned images.

Document Scanning

Contractor shall calibrate the scanning equipment and verify that all settings shall produce optimum image capture. The settings shall be adjusted to ensure light or dark document, poor photocopies, etc. are captured appropriately for maximum readability.

Each document image shall be scanned at minimum 300 dpi to a multi-page searchable PDF file format. Records that have more than one page shall be scanned and combined to create a multi-page searchable PDF format.

The scanner operator shall visually inspect each image as it is scanned to determine the acceptability of basic image legibility, skew not more than 0.5 degrees and document orientation must be readable with headings at the top. Images not meeting criteria shall be immediately rescanned, maintaining the original file name and order.

Document Indexing

1. Contractor shall perform double key indexing to achieve 99.5% or more accuracy rate. Double-key indexing shall be data entered by different data entry operators.
2. COTS ImageEntry™ software is used to verify the data entry of the digitized images as double-keying takes place. If the data entered does not match the previous entry, the data entry operator is notified (audible) and must verify the key stroke.

Quality Control & Quality Assurance

Image Quality Control

Scanned images shall be inspected at three stages of the quality control process.

Stage One

The scanner operator(s) shall visually inspect each page as it is scanned to determine the acceptability of basic image legibility and skew. Images not meeting these criteria shall be immediately rescanned, maintaining the original order and filename.

Stage Two

The Quality Control Operators QC the scanned images visually on a monitor. 100% of the images are displayed on a QC monitor.

Stage Three

A final QC shall be done prior to creation of the final file. This procedure shall randomly check 10 % of all images within the batch for compliance.

In addition to this visual checking, each batch of digitized image shall be subject to a software check to determine that:

The total number of pages in the batch equals the total number of pages scanned, less the number of images marked for deletion (bar-coded lead sheets generated during scanning process, blank pages) and each image header complies with the City requirements, including tag numbers, resolution, and image dimensions.

100% Quality Control

- Image Quality
- Image Capture
- Deskewed to less than 0.5 degree
- Crop
- Rotation
- Resolution
- Compression
- Database Comparison

Quality Assurance

- Accuracy of file names
- Directories
- QA procedures
- QC report
- Scanning Log with deliverable
- No pages missing
- Images have not been duplicated
- ISO 9000 certification

Contractor guarantees all unacceptable images, filenames, or directory names or entire batch shall be corrected at no additional cost to the City.

Data Indexing Inspection

To ensure the accuracy of indexing, the resulting index shall be compared by Contractor in software

Contract shall conduct a check of records to ensure that:

1. For each index record, there is a corresponding image file, and for each image file, there is a corresponding index record.
2. Field values in the index records are within defined limits and correct format.

All differences shall be routed to a senior indexer who shall resolve the differences, producing a single index file for final use. Irreconcilable differences shall be referred to the City for resolution.

A final QC shall be performed prior to delivery to the City. This procedure shall randomly check 10% of all indexed records within the batch for compliance.

Delivery of Image and Index Data

Scanned images and index data shall be output to External USB Hard Drives for final delivery. Delivery of sample images or Emergency Record Retrievals shall be sent to the City via secure sFTP or e-mail with link to our secure web portal.

Contractor shall provide the City a temporary Logon ID and Password to access our sFTP and web portal.

Record Retrievals

Document retrieval must be requested by the City's project manager or authorized personnel.

The City shall provide Contractor the list of authorized personnel and notify Contractor when the list is updated.

The requested documents shall be sent to the City within the same day via our secure sFTP or email with link to our secure web portal.

Contractor shall provide the City a temporary Logon ID and Password to access our sFTP and web portal.

Return of Original Documents

Contractor shall return all original hardcopy inventory to the City in the same fashion as it took it from the City to be scanned.

*Any sentence in this Exhibit A in the passive voice shall be interpreted to require contractor to perform the stated action.

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below states nature and amount of compensation the Contractor may charge the City:

Project billing

Contractor shall submit an invoice to the City after the City approves each batch of digital documents and has taken delivery of the batch.

Item #	LARGE FORMAT DOCUMENTS STORED AT CITY HALL – TOTAL 75,600 IMAGES	QUANTITY	UNIT	UNIT PRICE	TOTAL
	IMAGING and PROCESSING				
001.1	Digital images created by scanning large documents to 300 DPI searchable PDF format (Estimate)	50,000	image	\$0.49	\$24,500.00
001.2	Digital images created by scanning small documents to 300 DPI searchable PDF format (Estimate)	25,600	image	\$0.03	\$768.00
002	Cropping, as needed	75,600	image	INCLUDED	\$0.00
003	Rotation, as needed	75,600	image	INCLUDED	\$0.00
004	Generate PDF files, bundled per document	3,780	document	\$0.10	\$378.00
	OUTPUT MEDIA				
005	Portable USB hard drives	2	device	\$159.00	\$318.00
	SHIPPING / DELIVERY				
006	Pick up and return delivery of original materials	1	round trip	\$950.00	\$950.00
007	Shipping output media	1	package	INCLUDED	\$0.00
	Data Indexing				
008	Document Indexing per bundle of document	3780	document	\$0.18	\$680.40
	TOTAL				<u>\$27,594.40</u>
Item #	LARGE FORMAT DOCUMENTS STORED AT FIRE STATION #2 – TOTAL 125,720 IMAGES	QUANTITY	UNIT	UNIT PRICE	TOTAL
	IMAGING and PROCESSING				
001.1	Digital images created by scanning large documents to 300 DPI searchable PDF format (Estimate)	60,000	image	\$0.49	\$29,400.00
001.2	Digital images created by scanning small documents to 300 DPI searchable PDF format (Estimate)	65,720	image	\$0.03	\$1,971.60
002	Cropping, as needed	125,720	image	INCLUDED	\$0.00
003	Rotation, as needed	125,720	image	INCLUDED	\$0.00
004	Generate PDF files, bundled per document	6,286	document	\$0.10	\$628.60
	OUTPUT MEDIA				
005	Portable USB hard drives	4	device	\$159.00	\$636.00
	SHIPPING / DELIVERY				

006	Pick up and return delivery of original materials	1	round trip	\$950.00	\$950.00
007	Shipping output media	1	package	INCLUDED	\$0.00
	Data Indexing				
008	Document Indexing per bundle of document	6,286	document	\$0.18	\$1131.48
	TOTAL				<u>\$34,717.08</u>

Item #	16MM MICROFILM STORED AT CITY HALL	QUANTITY	UNIT	UNIT PRICE	TOTAL
	IMAGING and PROCESSING				
001	Digital images created by scanning documents to 300 DPI searchable PDF format	2,882,300	image	\$0.025	\$72,057.50
002	Cropping, as needed	2,882,300	image	INCLUDED	\$0.00
003	Rotation, as needed	2,882,300	image	INCLUDED	\$0.00
004	Generate PDF files, bundled per document (Estimate)	20,000	document	\$0.10	\$2,000.00
	OUTPUT MEDIA				
005	Portable USB hard drives	4	device	\$159.00	\$636.00
	SHIPPING / DELIVERY				
006	Pick up and return delivery of original materials	1	round trip	\$350.00	\$350.00
007	Shipping output media	1	package	INCLUDED	\$0.00
	Data Indexing				
008	Document Indexing per bundle of document (Estimate)	20,000	document	\$0.18	\$3,600.00
	TOTAL				<u>\$78,643.50</u>

Item #	16MM MICROFICHE STORED AT CITY HALL	QUANTITY	UNIT	UNIT PRICE	TOTAL
	IMAGING and PROCESSING				
001	Digital images created by scanning documents to 300 DPI searchable PDF format	602,880	image	\$0.025	\$15,072.00
002	Cropping, as needed	602,880	image	INCLUDED	\$0.00
003	Rotation, as needed	602,880	image	INCLUDED	\$0.00
004	Generate PDF files, bundled per document (Estimate)	5,000	document	\$0.10	\$500.00
	OUTPUT MEDIA				
005	Portable USB hard drives	2	device	\$159.00	\$318.00
	SHIPPING / DELIVERY				
006	Pick up and return delivery of original materials	1	round trip	\$350.00	\$350.00
007	Shipping output media	1	package	INCLUDED	\$0.00
	Data Indexing				
008	Document Indexing per bundle of document (Estimate)	5,000	document	\$0.18	\$900.00
	TOTAL				<u>\$17,140.00</u>

Item #	RFP 18-20, City of Ann Arbor Digital Scanning Services for Permits, Plans and Projects	QUANTITY	UNIT	UNIT PRICE	TOTAL
	IMAGING and PROCESSING				
001	Johnny Hill – Project Manager	1	Unit	\$12,000.00	\$12,000.00
002	Judy Nguyen – Information Technology	1	Unit	\$13,000.00	\$13,000.00
003	Jennifer Tran – Data Processing	2	Unit	\$11,000.00	\$22,000.00
004	Document Preparation Clerks	2	Unit	\$9,500.00	\$19,000.00
005	Document Scanning Clerks	4	Unit	\$9,500.00	\$38,000.00
006	Production Support Technicians	1	Unit	\$8,094.98	\$8,094.98
007	Storage and Document Clerks	1	Unit	\$7,500.00	\$7,500.00
008	Quality Assurance / Quality Control Clerks	2	Unit	\$9,500.00	\$18,000.00
008	Customer Service	1	Unit	\$4,500.00	\$4,500.00
009	Material and Supplies including Scanners' Parts	1	Unit	\$6,500.00	\$6,500.00
010	Overhead Costs (Overtime, Downtime, Price Increase of equipment Consumable Replacements, et...)	1	Unit	\$9,500.00	\$9,500.00
	TOTAL				\$158,094.98

EXHIBIT C
INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Cyber Liability coverage in the amount of \$1,000,000.

B. Insurance required under A.2 and A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be

required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.