

In Re: Clay County Agreement/Contract No. 2019/2020 – 82

First Amendment and Modification to Agreement for Document Scanning Services

This First Amendment and Modification to Clay County Agreement/Contract No. 2019/2020 – 82 (“First Amendment and Modification”) is entered into and effective on this 11th day of AUGUST, 2020 by and between Clay County, a political subdivision of the State of Florida (the “County”) and ImageStoreHouse.com, LLC, a Florida Limited Liability Company (“Contractor”).

RECITALS

WHEREAS, on February 11, 2020, the parties entered into Clay County Agreement/Contract No. 2019/2020 – 82 (“Agreement”), a copy of which is attached hereto and incorporated herein as **Attachment A**, wherein the Contractor agreed to provide to the County document scanning services; and

WHEREAS, the parties desire to amend Article 4 of the Agreement addressing Compensation and Method of Payment to add additional services for microfilm image preparation and OCR to the pricing list.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The parties have agreed to add additional services and pricing for microfilm image preparation and OCR to those services set forth in Article 4, Compensation and Method of Payment, of the Agreement.

2. Article 4 of the Agreement is hereby supplemented and replaced in its entirety with the following:

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

The County agrees to pay the Contractor for Services rendered based upon the following costs:

Description	Estimated Quantity	Unit Cost per Image
8x11 B/W Scan	60,000	0.045
8x11 Color Scan	10,000	0.045
11x17 B/W Scan	20,000	0.045
11x17 Color Scan	2,500	0.045
24x26 B/W Scan	10,000	0.45
24x26 Color Scan	1,000	0.45

36x44 B/W Scan	2,000	0.45
36x44 Color Scan	200	0.45
Pickup and Return per Trip	100	10.00
Indexing of file (Keystrokes)	912,800	0.007
Maintenance of Files for Searching and Backup	1,000,000	No Charge
Repair of damage documents to make scan ready. Removal of staples, taping of edges, etc	15,000	0.002
Scanning of damaged documents (major damage)	5,000	No Charge
Administrative Tasks such as boxing documents, merging documents, creating indexing cover sheets, research (Cost per Hour)	250 Hours	17.00
Microfilm image preparation		0.02
OCR		0.01

The Contractor shall invoice the County within thirty (30) working days following completion of the Services for the month.

3. **SCRUTINIZED COMPANIES CERTIFICATION:** In compliance with Section 287.135(5), Florida Statutes, the Contractor certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

4. In all other respects, the original terms and conditions of the Agreement remain in full force and effect.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment and Modification to the Agreement to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

ImageStoreHouse.com, LLC

By: Ram: Rawdah

Print Name: RAMZ RAWDAH

Print Title: CEO

Date: 8/17/2020

CLAY COUNTY, a political subdivision of the State of Florida

By: Gayward F. Hendry
Gayward F. Hendry
Its Chairman

Date: 8/11/20

ATTEST:

Howard Wanamaker

Howard Wanamaker
County Manager and Clerk of the
Board of County Commissioners

ATTACHMENT A

Clay County Agreement/Contract No. 2019/2020-82

AGREEMENT FOR DOCUMENT SCANNING SERVICES

This Agreement for Document Scanning Services (“Agreement”) is hereby entered into as of this 11th day of February 2020, by and between Clay County, a political subdivision of the State of Florida (“County”), and ImageStoreHouse.com, LLC, a Florida limited liability company, having a principal place of business address at 8131 Baymeadows Circle West, Suite 202, Jacksonville, Florida 32256 (“Contractor”).

Recitals

WHEREAS, the County issued a Request for BID No. 19/20-1 (“BID”), to solicit and engage a firm to provide scanning services to be utilized by the County’s Building Department and all other County Departments as needed; and

WHEREAS, the Contractor responded to the BID with a proposal and pricing to offer the scanning services and the County selected Contractor based on Contractor’s BID and cost to provide these services (“Contractor’s Response”); and

WHEREAS, the Contractor desires to provide the services to the County as set forth in the BID, Contractor’s Response and under the terms and conditions set forth in this Agreement; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms of the BID as well as Contractor’s Response to the BID apply to this Agreement as incorporated below.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties and all objections to the sufficiency and adequacy are hereby waived, the parties hereby agree as follows:

ARTICLE 1. AWARD, AGREEMENT AND SERVICES

- 1.1 This Agreement serves as the formal and binding award of the BID to the Contractor.
- 1.2 This Agreement is subject to compliance with the terms and conditions of the BID and specifications set forth therein, as applicable. The terms of the BID and Contractor’s Response are expressly incorporated into this Agreement. Contractor’s Response is attached herein as Exhibit A.
- 1.3 The terms of this Agreement, the BID, and Contractor’s Response, are intended to be read in conjunction with each other to every extent possible; however, in the event of a conflict, the documents shall control in the following priority: 1) this Agreement; 2) Contractor’s Response; and 3) the BID.

ARTICLE 2. TERM

The Agreement will be for an initial term of two years commencing on February 1, 2020, and terminating on January 31, 2022. The County has the option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County's best interest to do so. In addition, the County may terminate for convenience upon thirty (30) days advanced notice. However, the County shall be responsible for any services that have been performed by Contractor through the date of termination.

ARTICLE 3. SCOPE OF SERVICE

The Contractor shall provide the following services requested as set forth in the BID ("Services"):

Conversion of hard copy documents into a digital file (PDF format) and creation of associated index files consistent with the following requirements:

3.1 Scanning

- a. Required digital deliverables will be furnished in PDF format, black and white.
- b. Contractor will prep all documents for scanning (i.e. removing staples, paper clips, rubber bands and other binding methods).
- c. All documents will be scanned to scale (i.e. if printed out will match the original document within 1% margin of error).
- d. All black and white documents will be scanned as black only. Documents in color will be scanned in color. Handwritten notes can be scanned in black and white.
- e. All originals will be scanned at a minimum of 300 dpi at 100%. Contractor to ensure that if pages must be rotated, they are to open at 100%.
- f. All stapled originals will be scanned as one file with multiple pages.
- g. Blank pages will not be scanned.
- h. Post-it type notes will be removed and scanned separately preceding the actual page.
- i. Multi-copy forms will not be separated. Only one copy will be scanned.
- j. Accuracy at a minimum rate of 95% is required. Contractor is required to rotate images as necessary for improved searchable accuracy.
- k. Deliverables will in the form of a labeled SFPT. All images will include a checksum to insure integrity of file. FTP site should be able to be connected from any common FTP software. Contractor will work with the county MIS division to ensure selected method of transfer functions as intended. Each project will have its own username and password. All usernames will be coordinated with the MIS division.
- l. All electronic media made by the Contractor must be kept accountable and under reasonable security to prevent unauthorized release or access. All duplicated media shall be purged, degaussed or securely overwritten and any printouts and non-erasable media shall be returned to the County.
- m. All materials will be picked-up and/or returned directly by the Contractor. Materials will not be picked-up and/or returned using an overnight via a 3rd party

(i.e. Fed-Ex, UPS, courier service, etc.). The Contractor shall take all necessary precautions to insure against loss of materials and reproducible at any time while in the Contractor's possession. Proper control and handling must be maintained at all times to prevent any information required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed at the Contractor's secured facility. Contractor will be required to show proof of identification at time of pick-up and delivery.

- n. All originals should be returned to County for verification and destruction. Under no circumstances should the originals be destroyed by the Contractor.
- o. All scanning\indexing must be done in the United States at the designated Contractor facility and cannot be subcontracted without the County's permission.

3.2 **File Folder Naming**

Each individual file folder and its specific coordinating documents will be named accordingly. This should include some kind of agreed upon identifier for each box scanned.

3.3 **Indexing Requirements**

The Contractor will create a text file with indexing information. File will be in a comma delimited format. Each project will have its fields identified for scanning. Each file will contain at a minimum the file name, and at least one additional field.

3.4 **Packing Re-assembly Requirements**

The furnished originals will be re-boxed and re-packed in the order received and returned in the original container.

3.5 **Distribution**

Hardcopies will be picked up and delivered (two times per week) to the designated department contact. Pick up will be considered per location (address). If multiple departments are at one address this will be considered one trip. Additional stops will be considered additional trips.

3.6 **Confidentiality**

Contractor must certify that they are compliant with all federal and state regulations in regards to confidentiality of documents including Health Insurance Portability and Accountability Act ("HIPPA") and Patient Protection and Affordable Care Act.

3.7 **Storage of Files**

Contractor agrees to store digital files in an offsite storage facility as a backup to the County's internal system. The files should be searchable using a current browser and be able to be downloadable by approved staff. Documents should be stored for the life of the Agreement.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

The County agrees to pay the Contractor for Services rendered based upon the following costs:

Description	Estimated Quantity	Unit Cost per Image
8x11 B/W Scan	60,000	0.045
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Administrative Tasks such as boxing documents, merging documents, creating indexing cover sheets, research (Cost per Hour)	250 Hours	17.00

The Contractor shall invoice the County within thirty (30) working days following completion of the Services for the month.

ARTICLE 5. PAYMENT PROCEDURES

5.1 As used in this Article, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. All payments for the Services shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

- 5.2 Promptly upon receipt of an Invoice submitted under this Article, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Services as performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of this Agreement or this paragraph or that the Services within the scope of the Invoice has not been properly performed in full accordance with this Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.
- 5.3 By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.
- 5.4 The Parties will attempt to settle any payment dispute arising under this Article through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later than 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

ARTICLE 6. TAXES

In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

ARTICLE 7. APPROPRIATED FUNDS

The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

ARTICLE 8. PUBLIC RECORDS

- 8.1 The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:
- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;
 - (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
 - (d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 8.2 The Contractor's failure to comply with the requirements of Article 8 shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.
- 8.3 The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:
- (a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
 - (b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
 - (c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

ARTICLE 9. SCRUTINIZED COMPANIES

The Scrutinized Companies Certification is attached hereto and incorporated herein as Exhibit B. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), Florida Statutes, or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

ARTICLE 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

With respect to any indemnification by the County provided under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

ARTICLE 11. AUTHORITY

Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.


ARTICLE 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its choice of law provisions. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties hereby enter into this Agreement on the day and year first written above.

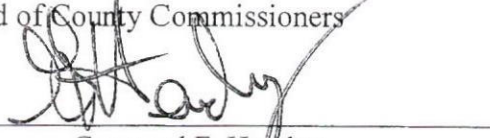
ImageStoreHouse.com, LLC, a Florida limited liability company

BY: 
RAMZ RAWDAH
[print name]

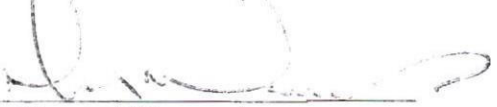
ITS: CEO

DATE: 2/11/20

CLAY COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

BY: 
Gayward F. Hendry
Its Chairman

DATE: 2/11/20

ATTEST: 
Howard Wanamaker
County Manager and
Clerk of the Board of County
Commissioners