

AGREEMENT/CONTRACT #15/16-52

THIS AGREEMENT #15/16-52 is entered into as of this 26th day of January, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY") AND ImageStoreHouse, LLC (hereinafter referred to as the primary "CONTRACTOR"), whose address is 8131 Baymeadows Circle West, Suite 202, Jacksonville, Florida 32256.

WHEREAS, the CONTRACTOR shall provide document scanning services for the Building Division; and

WHEREAS, the CONTRACTOR is licensed and qualified to provide professional document scanning services; and

WHEREAS, this AGREEMENT is subject to that certain Standard Addendum to All Contracts, attached hereto and made a part hereof; and

WHEREAS, it has been determined that the execution of this AGREEMENT is beneficial to the people of Clay County, Florida.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE

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

a. Scanning

- i. Required digital deliverables will be furnished in PDF format, black and white.
- ii. CONTRACTOR will prep all documents for scanning (i.e. removing staples, paper clips, rubber bands and other binding methods).
- iii. All documents will be scanned to scale (i.e. if printed out will match the original document within 1% margin of error).
- iv. All black and white documents will be scanned as black and white only. Documents in color will be scanned in color. Handwritten notes can be scanned in black and white.
- v. 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%.
- vi. All stapled originals will be scanned as one file with multiple pages.
- vii. Blank pages will not be scanned.
- viii. Post-it type notes will be removed and scanned separately preceding the actual page.
- ix. Multi-copy forms will not be separated. Only one copy will be scanned.
- x. Accuracy at a minimum rate of 95% is required. CONTRACTOR is required to rotate images as necessary for improved searchable accuracy.

- xi. Deliverables will be 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.
 - xii. 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 Clay County.
 - xiii. 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 reproducibles 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.
 - xiv. All originals should be returned to Clay County for verification and destruction. Under no circumstances should the originals be destroyed by the CONTRACTOR. All scanning\indexing must be done at the designated contractor facility and cannot be subcontracted without the County's permission.
- b. 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.
- c. 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.
- d. Packing Re-assembly Requirements
The furnished originals will be re-boxed and re-packed in the order received and returned in the original container.
- e. Distribution
Hardcopies will be picked up and delivered (two times per week) to the designated department contact.
- f. Confidentiality
CONTRACTOR must certify that they are compliant with all Federal and State Regulations in regards to confidentiality of documents including HIPPA and Patient Protection and Affordable Care Act.

2. TERM

AGREEMENT will be for an initial term of 24 months, commencing on February 1, 2016, and terminating on January 31, 2018, with the option to renew for two one year periods.

3. COMPENSATION AND METHOD OF PAYMENT

The COUNTY agrees to pay the CONTRACTOR for services rendered based upon the following costs:

Description	Qty for Bid	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	0.46
24x36 Color Scan	1,000	0.47
36x44 B\W Scan	2,000	0.46
36x44 Color Scan	200	0.47
Pickup and Return per Trip	100	28
Indexing of file (Max 6 fields)	105,700	0.007

The CONTRACTOR shall invoice the COUNTY within thirty (30) working days following completion of the service for the month. The COUNTY will compensate the CONTRACTOR on a monthly basis.

4. PUBLIC RECORDS LAW

The CONTRACTOR (as used herein, the term "CONTRACTOR" means the vendor or other party in the Agreement or Contract providing construction, labor, materials, professional services, and/or equipment to the COUNTY hereunder; the term "COUNTY" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement or Contract identifying such entity), 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 this Agreement or Contract and that the Public Records Laws control over any contrary terms in this Agreement or Contract. In accordance with the requirements of Section 119.0701, Florida Statutes, the CONTRACTOR covenants to comply with Public Records Laws, and in particular to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services required under this Agreement or Contract;

- b. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and 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; and,
- d. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the Agreement or Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a material breach of this Agreement or Contract, for which the COUNTY may terminate this Agreement or Contract immediately upon written notice to the CONTRACTOR.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first written above.

ImageStoreHouse, LLC
8131 Baymeadows Circle West
Suite 202
Jacksonville, FL 32256

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

By: Ram: RA

RAMI RAWDAH

(PRINT NAME)

By: Diane Hutchings
Diane Hutchings, Chairman

Date 1/26/16

ATTEST FOR CLAY COUNTY:

S.C. Kopelousos

S.C. Kopelousos, County Manager
and Clerk of the Board of County
Commissioners

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders

requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the contract or 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.

9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or 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 contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

ATTEST FOR CLAY COUNTY:



S. C. Kopelousos
County Manager and Clerk of the
Board of County Commissioners

(Corporate Seal)

COUNTY:

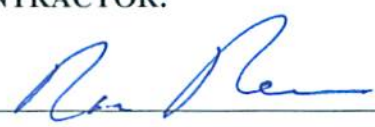
CLAY COUNTY, a political subdivision of the
State of Florida, by its Board of County
Commissioners

By: _____


Diane Hutchings
Its Chairman

CONTRACTOR:

By: _____


Its CEO President