

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the County Clerk, having its principal office at 240 Old Country Road, Mineola, NY 11501 (the "Department") and (ii) US Imaging, having its principal office at 400 S. Franklin St, Saginaw, MI 48607 (the "Contractor").

WITNESSETH:

WHEREAS, the Nassau County Clerk (the "Clerk") is an office created by the New York State Constitution; and

WHEREAS, the Clerk serves as clerk of the Supreme and County Courts of Nassau County, is responsible for recording documents relating to real property located in Nassau County, maintains the official index of real property ownership, and is a fiduciary collection agent for the County and State; and

WHEREAS, the Clerk is seeking Microfilm to Image conversion and Indexing outlined in the scope of work to follow; and

WHEREAS, the Clerk issued RFP#CLO210-3146 on February 10, 2020 to procure the Services (the "RFP") (A copy of the RFP is annexed hereto as Exhibit B); and

WHEREAS, the Contractor submitted a proposal on March 2, 2020 (A copy of the Proposal is annexed hereto as Exhibit C); and

WHEREAS, the Clerk found the Proposal to be responsive to the RFP and awarded a contract to the Contractor on May 26, 2020; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on 8/1/2020 and terminate no later than 12/31/2022, unless sooner terminated in accordance with the provisions of this Agreement .

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of Microfilm to Image Conversion & Indexing (the "Services").

The Statement of Work, RFP and Proposal are hereby incorporated into this Agreement by reference and are attached hereto as Exhibit A, Exhibit B and Appendix C respectively.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services, under this Agreement shall not exceed the sum of Five Hundred Thousand Dollars (\$500,000.00) (the "Maximum Amount"), which shall be

payable in accordance to the rate schedule detailed in "Appendix A", attached hereto. The rates are inclusive of all expenses and all other costs incidental to the services to be provided by Contractor under this Agreement, including travel.

The Maximum Amount provided for the above may be increased by amendment in accordance with the terms of this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Confidentiality: The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to their parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County, (iii) upon legal compulsion.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County

Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

22. Participation by Political Subdivisions: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for administration of and any payments due the successful bidder for their purchases hereunder. The Nassau County Clerks Office will have no involvement, participation or administration for political subdivisions who choose to participate under this award.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

[CONTRACTOR NAME]

By: Alicia Floyd Alicia B. Floyd
Name: Alicia Floyd
Title: National Contract Specialist
Date: July 9, 2020

NASSAU COUNTY

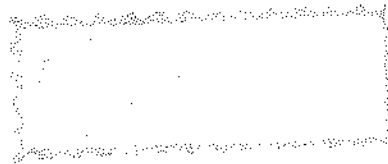
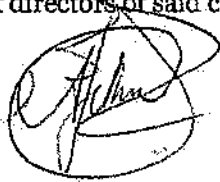
By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN **BLUE** INK

STATE OF ~~NEW YORK~~ Texas
)ss.:
COUNTY OF ~~NASSAU~~ Williamson

On the 09th day of July in the year 2020 before me personally came
Alicia Floyd to me personally known, who, being by me duly sworn, did
depose and say that he or she resides in the County of Williamson; that he or she is the
National Contract Specialist of US Imaging, Inc., the corporation described
herein and which executed the above instrument; and that he or she signed his or her name thereto
by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20____ before me personally came
_____ to me personally known, who, being by me duly sworn, did
depose and say that he or she resides in the County of _____; that he or she is the
County Executive of the County of Nassau, the municipal corporation described herein and which
executed the above instrument; and that he or she signed his or her name thereto pursuant to
Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Exhibit A: Statement of Work & Fee Schedule

APPENDIX A COST PROPOSAL

Proposed Cost Breakdown

Task:

Rate Per Occurrence:

Vendor may encounter all scenarios outlined below, and should establish rates per item or occurrence for each situation:

- Scan microfilm and review scanned images to ensure image quality. 16mm microfilm images must be at 5600 ppi, 35mm microfilm must be at 2800 ppi. COST: \$2.50 per roll to clean/prep**
\$0.025 per image to scan**
- If image quality is poor (does not meet the above defined resolutions), county may request use of overhead planetary camera for image using a liber book. COST: \$0.16 per Bound image**
\$0.09 per Mechanical image**
- Rolls may contain both simplex/duplex images within the same roll of film. These will need to be scanned twice at different settings in these instances. COST: \$0.035 per image**
- Within a roll of film, select images may have been spliced and "inverted." These image files will need to be corrected to the proper orientation in these instances. COST: \$0.035 per image**
- In order to be properly imported into the 20/20 system, image files need to be named as specified by the txt file provided by Avenu. (Specified Section Herein) COST: \$0.03 per image**
- Some scanned images may not appear within the text file. These images should be set aside and noted to confer with Nassau County on actions to be taken next. COST: \$0.06 per image**
- Remove targets from start/middle/end of reels so images will line up with our provided txt file.
- Add leaders and trailer to rolls of film when they are missing. COST: \$2.50 per roll**

Vendors should provide rates to cover the cost of labor for each and every potential situation that could arise during the scanning/indexing process including those not listed above.

Additional Task not Stated Above:

COST:

Additional Task not Stated Above:

COST:

**Please see attached price list for itemized pricing of all services

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

**Nassau County RFP# CL0210-3146
US Imaging, Inc. - Price List**

<u>Stage 1</u>	<u>Required</u>	<u>Optional</u>
Per Roll to Clean & Prep for Scanning	= \$2.50	
Per Roll to Repair Splice or Add Leader/Trailer	= \$2.50	
Per Rollfilm Image to Scan 300dpi Grayscale JPEG - Entire Roll of Simplex or Duplex	= \$0.02	
Per Rollfilm Image to Scan 300dpi Grayscale JPEG - Mixed Roll of both Simplex & Duplex	= \$0.03	
Per Rollfilm Image to Convert JPEG to Black & White TIFF	= \$0.005	
Per Bound Book Image to Scan 300dpi Color JPEG	= \$0.15	
Per Mechanical Book Image to Scan 300dpi Color JPEG Image	= \$0.08	
Per Book Image to Convert JPEG to Black & White TIFF	= \$0.01	
Per Book Image to Convert JPEG to Black & White TIFF - Photostat	= \$0.02	
<u>Stage 2</u>		
Per TIFF to Remove Excess Borders	=	\$0.03
Per TIFF to Single Inspect & Report to 98% Quality, Incl. Correcting Page Orientation	= \$0.035	
Per TIFF to Double Inspect & Report to 100% Quality, Incl. Correcting Page Orientation	=	\$0.035
Per TIFF to Duplicate Multi-Doc Pages	=	\$0.03
Per TIFF to Remove Target Pages and Auto-Index w/ Data File	= \$0.03	
Per TIFF to Single Group & Index Pages as Docs by Book-Page # & Document # to 98% Accuracy	= \$0.06	
Per TIFF to Double Group & Index Pages as Docs by Book-Page # & Document # to 100% Accuracy	=	\$0.06
<u>Stage 3</u>		
Per TIFF to Enhance & Replace Poor Quality	=	\$0.40
Per TIFF to Mask Unwanted Documents	=	\$0.035
Per TIFF to Reverse Dual Polarity / Marginal Notations (Photostats)	=	\$0.035
<u>Misc. Fees</u>		
Per Pickup to Transport Media to Saginaw, MI	= \$2,500.00	
Per Delivery to Transport Media to Mineola, NY	= \$2,500.00	
Per 4TB USB Hard Drive	= \$250.00	
Per USB Hard Drive Shipment to County	= \$25.00	

Statement of Work

Convert from microfilm or book, the Deeds, Mortgages, Mortgage Satisfactions and Lis Pendens provided by the Nassau County into Electronic Images. After converting image from film or book, the vendor will use the file naming convention, provided by Avenu to name image files as specified, so images may be uploaded into Nassau County's 20/20 indexing system and the USLandRecords Website. A schedule of costs for services outlined here is required in all proposals (Appendix A)

Nassau County will provide:

Initial Batch:

- 1833 rolls of 16mm film
- 74 rolls of 35mm film
- Txt file providing naming convention for image files

The has the right but not the obligation to send additional batches of Film and or Books to be digitized by vendor at winning bidder rates established by this RFP for Initial Batch.

Vendor may encounter all scenarios outlined below, and should establish rates per item or occurrence for each situation:

- Scan microfilm and review scanned images to ensure image quality. 16mm microfilm images must be at 5600 ppi, 35mm microfilm must be at 2800 ppi.
- If image quality is poor (does not meet the above defined resolutions), county may request use of overhead planetary camera for image using a liber book.
- Rolls may contain both simplex/duplex images within the same roll of film. These will need to be scanned twice at different settings in these instances.
- Within a roll of film, select images may have been spliced and "inverted." These image files will need to be corrected to the proper orientation in these instances.
- In order to be properly imported into the 20/20 system, image files need to be named as specified by the txt file provided by Avenu. (Specified Section Herein)
- Some scanned images may not appear within the text file. These images should be set aside and noted to confer with Nassau County on actions to be taken next.
- Remove targets from start/middle/end of reels so images will line up with our provided txt file.
- Add leaders and trailer to rolls of film when they are missing.

Film Handling

- Microfilm must be stored in a secure, climate-controlled environment. (Between 65° – 72° Fahrenheit & 40 to 55% relative humidity)
- Film must be picked up and dropped off by vendor or authorized employee at all times.
- Vendor will provide a manifest upon receipt and return of the microfilm, verifying that they received and returned all film sent by Nassau County.

Vendors should provide rates to cover the cost of labor for each and every potential situation that could arise during the scanning/indexing process.

Must meet & comply with New York State Archives Digital Imaging Guidelines outlined in link below:

http://www.archives.nysed.gov/common/archives/files/mr_erecords_imgguides.pdf

SCANNING SPECIFICATIONS

SCOPE -offsite scanning for the Nassau County's Office of the Nassau County Clerk.

- File Name – Nassau County Mortgages, Mortgages Sats, deeds and Lis Pendens.
- Quantity – 1,833 rolls of 16mm film, 74 rolls of 35mm film.
- Preparation – In order to be properly indexed, scanned images must be named according to the .txt file that will be provided by Avenu to the winning bidder.
- Pickup and delivery - Film must be picked up and dropped off by vendor or authorized employee at all times. Shipping costs to be incurred by winning bidder.
- Final Format- Images to be scanned in TIFF format.
- Contractor - The prime contractor shall have complete in-house capability to perform all the operations (scanning, indexing, quality control, etc.) as specified herein. No operation or portion of an operation may be subcontracted without the written permission of the Nassau County or except as specified herein.

SECTION II

QUALITY ASSURANCE PROVISIONS

1. Responsibility for Inspection - Unless otherwise specified in contract or purchase order, the supplier is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract or purchase order, the supplier may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the procuring agency. The procuring agency reserves the right to perform any of the inspections set forth in the specifications where such inspections are deemed necessary to assure supplies

and services conform to prescribe requirements.

2. All inspections and evaluations to the satisfaction of the County and her written approval as well as New York State Archives' Digital Imaging Guidelines.

- 2.1. Inspection Equipment & Inspection Facilities - Inspection equipment & inspection facilities shall be of sufficient accuracy, quality and quantity to permit performance of the required acceptance inspections.

- 2.2. Vendor Facilities - Vendor facilities shall be subject to inspection and approval by the representatives of the procuring agency before and during the performance of the contract to insure continued production and quality control capabilities.

- 2.3. Facility Evaluation - Prior to awarding the contract, the County 's office will perform a facility evaluation site visit and survey. At this time, the bidder will be required to demonstrate to the satisfaction of the facility evaluation team that the bidder's facility is able to meet the service and performance requirements of this contract. To ensure the maintenance of production and quality control capabilities, the County of Nassau reserves the right to conduct on-going facility evaluations, without notice, at any time during the term of this contract. Such inspections shall be carried out, without notice, during regular business hours. The bidder must demonstrate, to the County 's satisfaction an understanding of all the service requirements set forth in the contract. Factors affecting a contractor's ability include, but are not limited to, the following: technical qualifications, experience, organization, material, equipment, facilities, security, personnel resources and expertise, financial resources, a satisfactory record of performance, and a satisfactory record of business integrity. The facility evaluation will, for example, address the following issues:

- Scanning operation
- Image inspection, auto cropping and de-skewing
- Quality control
- Indexing
- Production management and techniques
- Adequacy of document storage, handling, and preparation areas
- Applicable specifications and standards on hand
- General housekeeping and hardware maintenance

Qualitative Methods

A 100% quality assurance will be performed on all TIFF image files. This quality assurance phase will include the evaluation of the overall quality and integrity of each image file. Any files that do not meet overall image quality requirements, will be noted, rescanned, and reinserted into the stream of existing image files. Vendor must notify County of any image quality shortfalls within a 48 hour period of discovery.

Bidder shall review the following when performing a standard quality control inspection:

- Each image is checked to ensure that it has a correct image filename (unique identifier) based on the file naming convention for the project, and that it has been scanned at the appropriate unenhanced dpi for each image type (master and access) and that they are the correct size in pixels along both dimensions, width and height.
- The file format is checked to ensure that it is correct for each image type (master and access)
- Images are checked to ensure that they are oriented properly, whether landscape or portrait, and not skewed, rotate, flipped or inverted.
- Images are checked to ensure that they are neither too light nor too dark, that appropriate contrast exists within the image, and that there is no distortion or stretching of the image.
- Images that display extraneous materials that obscure the image or other problems in the image file will be rejected and scheduled for re-scanning.
- The appropriate indexing terms are associated with the scanned image.
- All monitors should be calibrated regularly as a result of the color scanning performed daily. The digital studio does not have any exterior windows, and only full spectrum, daylight-corrected bulbs are utilized to ensure controlled viewing conditions for quality assurance operators.

Bidder shall utilize several image viewers to evaluate images including Adobe Photoshop or equivalent. The image viewer chosen to view and evaluate images is always different from the viewer used in scanning the images. This allows for an additional quality control check and a verification of the scanning dpi independent of the original scanning software utilized.

At no time in the scanning/indexing process will data or images leave bidder's facility. As a result, there will be no concern that this publicly funded initiative is utilizing offshore-outsourced labor, or that sensitive data and images may be misplaced.

All film and/or books provided to vendor for conversion shall be returned in the same condition it is provided to the vendor.

File Naming Convention

yyyy-vvvvv-ddddddddd-pppp-nnnn.TIF 34 total characters in length

yyyy is the recorded year

vvvvv is the volume (if the records you are converting do not contain volume pad this with zeros 00000)

dddddddd is the serial id from the file and must be zero padded to be a length of 9

pppp is the starting page (if the records you are converting do not contain page pad this with zeros 0000)

nnnn is the sequential page number within the document of the TIF. THIS MUST BE VALID NUMBERS AND SEQUENTIAL, starting over a 1 with each document change.

Fee Schedule

Not to exceed \$500,000

Appendix B: Request for Proposal

**Nassau County's Office of the Nassau County Clerk
Maureen O'Connell, R.N., J.D. – County Clerk**

REQUEST FOR PROPOSALS

Microfilm to Image Conversion and Indexing into 20/20 Document Management System

RFP# CL0210-3146

Issue Date: 02/10/20

Nassau County
Long Island, New York



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- A. Introduction
- B. Anticipated Proposal Schedule
- C. Scope of Services
- D. Contract Term
- E. Mandatory Proposal Response Requirements
- F. Proposal Submission Instructions
- G. Proposal Evaluation Criteria
- H. General Information
- I. General Conditions for Proposers
- J. Additional Demonstrative Materials
- K. Award of Contract
- L. Protest Policy

Appendices:

Appendix A – Cost Proposal

Appendix B – Program Description and Staffing

Appendix E – Standard Clauses for Nassau County Contracts

Appendix EE – Equal Opportunities for Minorities and Women

Appendix L – Living Wage Law Certificate of Compliance

Request for Proposal (RFP)

A. Introduction

Nassau County, on behalf of the Office of the Nassau County, New York (the "County") is currently seeking proposals from qualified individuals and entities authorized to do business in the State of New York, to provide Microfilm to Image Conversion & Indexing Services into its 20/20 Document Management System. The purpose of the RFP is to provide Nassau County with proposals and recommendations for these services at the highest quality, fastest speed and lowest cost.

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

B. Anticipated Proposal Schedule

RFP Issue Date:	<u>2/10/2020</u>
Proposers' Conference, if necessary	<u>2/24/2020</u>
Proposal Due Date	<u>3/2/2020</u>
Oral Presentation, if necessary	<u>3/16/2020</u>
Award Date	<u>3/23/2020</u>

Dates indicated above are subject to change at the sole discretion of the County.

THE PROPOSER SHOULD PROVIDE A PROPOSAL IN APPENDIX B WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

C. Scope of Services

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this job title and compensation review and analysis.

Convert from microfilm or book, the Deeds, Mortgages, Mortgage Satisfactions and Lis Pendens provided by the Nassau County into Electronic Images. After converting image from film or book, the vendor will use the file naming convention, provided by Avenu to name image files as specified, so images may be uploaded into Nassau County's 20/20 indexing system and the USLandRecords Website. A schedule of costs for services outlined here is required in all proposals (Appendix A)

Nassau County will provide:

Initial Batch:

- 1833 rolls of 16mm film
- 74 rolls of 35mm film
- Txt file providing naming convention for image files

The has the right but not the obligation to send additional batches of Film and or Books to be digitized by vendor at winning bidder rates established by this RFP for Initial Batch.

Vendor may encounter all scenarios outlined below, and should establish rates per item or occurrence for each situation:

- Scan microfilm and review scanned images to ensure image quality. 16mm microfilm images must be at 5600 ppi, 35mm microfilm must be at 2800 ppi.
- If image quality is poor (does not meet the above defined resolutions), county may request use of overhead planetary camera for image using a liber book.
- Rolls may contain both simplex/duplex images within the same roll of film. These will need to be scanned twice at different settings in these instances.
- Within a roll of film, select images may have been spliced and "inverted." These image files will need to be corrected to the proper orientation in these instances.
- In order to be properly imported into the 20/20 system, image files need to be named as specified by the txt file provided by Avenu. (Specified Section Herein)
- Some scanned images may not appear within the text file. These images should be set aside and noted to confer with Nassau County on actions to be taken next.
- Remove targets from start/middle/end of reels so images will line up with our provided txt file.
- Add leaders and trailer to rolls of film when they are missing.

Film Handling

- Microfilm must be stored in a secure, climate-controlled environment. (Between 65° – 72° Fahrenheit & 40 to 55% relative humidity)
- Film must be picked up and dropped off by vendor or authorized employee at all times.
- Vendor will provide a manifest upon receipt and return of the microfilm, verifying that they received and returned all film sent by Nassau County.

Vendors should provide rates to cover the cost of labor for each and every potential situation that could arise during the scanning/indexing process.

Must meet & comply with New York State Archives Digital Imaging Guidelines outlined in link below:

SCANNING SPECIFICATIONS

SCOPE -offsite scanning for the Nassau County's Office of the Nassau County Clerk.

- **File Name** – Nassau County Mortgages, Mortgages Sats, deeds and Lis Pendens.
- **Quantity** – 1,833 rolls of 16mm film, 74 rolls of 35mm film.
- **Preparation** – In order to be properly indexed, scanned images must be named according to the .txt file that will be provided by Avenu to the winning bidder.
- **Pickup and delivery** - Film must be picked up and dropped off by vendor or authorized employee at all times. Shipping costs to be incurred by winning bidder.
- **Final Format**- Images to be scanned in TIFF format.
- **Contractor** - The prime contractor shall have complete in-house capability to perform all the operations (scanning, indexing, quality control, etc.) as specified herein. No operation or portion of an operation may be subcontracted without the written permission of the Nassau County or except as specified herein.

SECTION II

QUALITY ASSURANCE PROVISIONS

1. Responsibility for Inspection - Unless otherwise specified in contract or purchase order, the supplier is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract or purchase order, the supplier may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the procuring agency. The procuring agency reserves the right to perform any of the inspections set forth in the specifications where such inspections are deemed necessary to assure supplies and services conform to prescribe requirements.
2. All inspections and evaluations to the satisfaction of the County and her written approval as well as New York State Archives' Digital Imaging Guidelines.
 - 2.1 **Inspection Equipment & Inspection Facilities** - Inspection equipment & inspection facilities shall be of sufficient accuracy, quality and quantity to permit performance of the required acceptance inspections.
 - 2.2 **Vendor Facilities** - Vendor facilities shall be subject to inspection and approval by the representatives of the procuring agency before and during the performance of the contract to insure continued production and quality control capabilities.
 - 2.3 **Facility Evaluation** - Prior to awarding the contract, the County's office will perform a facility evaluation site visit and survey. At this time, the bidder will be required to demonstrate to the satisfaction of the facility evaluation team that the

bidder's facility is able to meet the service and performance requirements of this contract. To ensure the maintenance of production and quality control capabilities, the County of Nassau reserves the right to conduct on-going facility evaluations, without notice, at any time during the term of this contract. Such inspections shall be carried out, without notice, during regular business hours. The bidder must demonstrate, to the County's satisfaction an understanding of all the service requirements set forth in the contract. Factors affecting a contractor's ability include, but are not limited to, the following: technical qualifications, experience, organization, material, equipment, facilities, security, personnel resources and expertise, financial resources, a satisfactory record of performance, and a satisfactory record of business integrity. The facility evaluation will, for example, address the following issues:

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Bidder shall review the following when performing a standard quality control inspection:

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- Images are checked to ensure that they are oriented properly, whether landscape or portrait, and not skewed, rotate, flipped or inverted.
- Images are checked to ensure that they are neither too light nor too dark, that appropriate contrast exists within the image, and that there is no distortion or stretching of the image.
- Images that display extraneous materials that obscure the image or other problems in the image file will be rejected and scheduled for re-scanning.
- The appropriate indexing terms are associated with the scanned image.
- All monitors should be calibrated regularly as a result of the color scanning performed daily. The digital studio does not have any exterior windows, and only full spectrum, daylight corrected bulbs are utilized to ensure controlled viewing conditions for quality assurance operators.

Bidder shall utilize several image viewers to evaluate images including Adobe Photoshop or equivalent. The image viewer chosen to view and evaluate images is always different from the viewer used in scanning the images. This allows for an additional quality control check and a verification of the scanning dpi independent of the original scanning software utilized.

At no time in the scanning/indexing process will data or images leave bidder's facility. As a result, there will be no concern that this publicly funded initiative is utilizing offshore-outsourced labor, or that sensitive data and images may be misplaced.

All film and or books provided to vendor for conversion shall be returned in the same condition it is provided to the vendor.

File Naming Convention

yyyy-xxxxx-dddddddd-pppp-mmm.TIF 34 total characters in length

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ddddddddd is the serial id from the file and must be zero padded to be a length of 9

pppp is the starting page (if the records you are converting do not contain page pad this with zeros 0000)

mmm is the sequential page number within the document of the TIF. THIS MUST BE VALID NUMBERS AND SEQUENTIAL, starting over a 1 with each document change.

D. Contract Term

It is the intent to award a contract commencing May 1, 2020 to May 1, 2023 with a 1 year renewal option at the sole discretion of Nassau County's Office of the Nassau County Clerk, subject to the County's right of early termination as provided in the contract.

E. Mandatory Proposal Response Requirements

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 (one hundred eighty) days from the proposal date.

All Proposals must contain the following:

1. Cost Proposal Form attached as Appendix A.
2. Proposed approach to the Scope of Work attached as Appendix B, containing a complete written description of proposer's Proposal.
3. On or before the RFP Proposal Due Date, the proposer is required to submit the following disclosure forms (the "Disclosure Forms"), which should be submitted in the Nassau County Vendor Portal at:

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire Form.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form.
- d. Additionally, if the proposer utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the Contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a proposer has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the proposer must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the RFP Proposal Due Date. The Proposer must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.
4. Living Wage Law Certificate of Compliance, attached as Appendix L.
 5. The Proposer's Exceptions to the RFP Requirements, if any.
 6. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
 7. Additional information that you believe pertinent to the County's requirements.

8. Statement proposer has registered with the County as a vendor.

F. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and (5) copies of the proposal, together with all attachments, must be submitted to the County in a sealed opaque envelope no later than 4:00 p.m. EST on 3/2/2020. No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

It is each Proposer's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

If a proposer takes exception to any requirement of this RFP, the Proposer must clearly set forth the exception in its proposal, referencing the affected RFP section, paragraph and page. The Proposer must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the Proposer. The County shall determine (in its sole discretion) the acceptability of any proposed exception(s). Where the County rejects a proposed exception, the County may offer the vendor an opportunity to withdraw its exception and propose an alternative. However, even where the County does not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a Proposer, the County reserves the right to negotiate with the Proposer regarding any such exceptions. Regardless of whether or not the County rejects proposed exceptions to the RFP, such exceptions will be considered by the County in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFP to which they have not specifically and clearly stated an exception in their proposal.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

John Butler
Fiscal Officer
Nassau County Clerks Office
240 Old Country Road, Room 109
Mineola, New York 11501
Telephone: (516) 571-4365
jbutler@nassaucountyny.gov

Facility Evaluation

20%

Criteria outlined in Scope section above

The County will consider any other relevant factors as determined by the selection committee.

H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County and the Office of the County Attorney. The contract shall include and be subject to, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein. County may elect not to enter into any standard agreements provided by the firm or firms selected by the RFP Evaluation Committee and in all events shall the County's standard clauses control any contractual relationship between the County and the firm or firms selected by the RFP Evaluation Committee.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.

6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will endeavor to notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
 - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
 - D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County .
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six (6) years after final payment has been made pursuant to any contract awarded as a result of the County 's acceptance of proposal.
10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County .
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

- 13 **M/WBE, SDVOB and DBE Participation:** The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the RFP process. A Proposer that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their proposal. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website.

I. General Conditions for Proposers

1. The Proposers will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. Proposer is bound by and shall comply with the terms of Appendix EE to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

J. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

K. Award of Contract

The County shall select a firm by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

L. Protest Policy

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

**APPENDIX A
COST PROPOSAL**

Proposed Cost Breakdown

Task:

Rate Per Occurrence:

Vendor may encounter all scenarios outlined below, and should establish rates per item or occurrence for each situation:

- Scan microfilm and review scanned images to ensure image quality. 16mm microfilm images must be at 5600 ppi, 35mm microfilm must be at 2800 ppi. COST:
- If image quality is poor (does not meet the above defined resolutions), county may request use of overhead planetary camera for image using a liber book. COST:
- Rolls may contain both simplex/duplex images within the same roll of film. These will need to be scanned twice at different settings in these instances. COST:
- Within a roll of film, select images may have been spliced and "inverted." These image files will need to be corrected to the proper orientation in these instances. COST:
- In order to be properly imported into the 20/20 system, image files need to be named as specified by the txt file provided by Avenu. (Specified Section Herein) COST:
- Some scanned images may not appear within the text file. These images should be set aside and noted to confer with Nassau County on actions to be taken next. COST:
- Remove targets from start/middle/end of reels so images will line up with our provided txt file.
- Add leaders and trailer to rolls of film when they are missing. COST:

Vendors should provide rates to cover the cost of labor for each and every potential situation that could arise during the scanning/indexing process including those not listed above.

Additional Task not Stated Above: COST:

Additional Task not Stated Above: COST:

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Scott Robinson, President & CEO of US Imaging, Inc. (Name)

400 S. Franklin Street, Saginaw, MI 48607 (Address)

(989) 714-9700 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

Yes, US Imaging agrees.

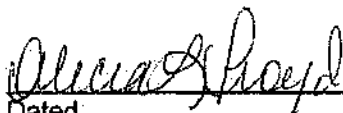
3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

Yes, US Imaging agrees.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.



February 28, 2020

Dated

Signature of Chief Executive Officer

Alicia Floyd, Proposal Coordinator
on behalf of Scott Robinson and US Imaging, Inc.

Name of Chief Executive Officer

Sworn to before me this

28th day of February, 2020



Notary Public

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Saginaw Bay Underwriters Commercial Lines 1258 S. Washington P.O. Box 1928 Saginaw, MI 48605	CONTACT NAME: PHONE (A/C, No, Ext): 989 752-8600 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:																					
INSURED US Imaging, Inc. 400 S. Franklin St Saginaw, MI 48607	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Travelers Property Casualty</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Indemnity</td> <td>25658</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Casualty & Surety</td> <td>31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property Casualty	25674	INSURER B:	Travelers Indemnity	25658	INSURER C:	Travelers Casualty & Surety	31194	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
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INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

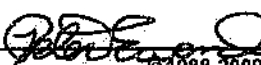
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		ZPP12P09558	02/03/2020	02/03/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA3L343676	02/03/2020	02/03/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		CUP2N02220A	02/03/2020	02/03/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div style="float: right;"> Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A </div>		UB9J77939A	02/03/2020	02/03/2021	<input checked="" type="checkbox"/> WC STATUS-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Prof Liability		105511397	02/03/2020	02/03/2021	5,000,000Lmt/25,000Ded
C	Cyber Liability		105511397	02/03/2020	02/03/2021	1,000,000Lmt/10,000Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 (7/20)

CERTIFICATE HOLDER

CANCELLATION

Nassau County Office of the County Clerk 240 Old Country Road Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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APPENDIX E

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

APPENDIX B
PROGRAM DESCRIPTION AND STAFFING

Please provide a complete written description of the Proposal, including the following information:

- a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- b. Detail prior experience in the area set forth in the scope of services.
- c. Detail prior experience with public sector clients (similar size and scope).
- d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect to this proposal.

APPROVED AND SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

4. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions

necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

6. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

7. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

8. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy

County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

12. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this

Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ dollars (\$_____) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$10,000	\$0
Over \$10,000 - \$50,000	\$160
Over \$50,000 - \$ 100,000	\$266
Over \$100,000	\$533

15. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of

M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix C: Proposal

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March 2, 2020

Maureen O'Connell, R.N., J.D.
Nassau County Clerk
240 Old County Road, Room 109
Mineola, NY 11501

RE: Nassau County RFP No. CL0210-3146
Microfilm to Image Conversion and Indexing into 20/20 Document Management System

US Imaging, Inc. is pleased to present this response to scan, process and index Mortgage, Mortgage Satisfaction, Deed and Lis Pendens Records from microfilm off-site for Nassau County. Our team will provide Nassau County with the highest possible quality and accuracy. We thoroughly understand the County's media, system and requirements.

US Imaging has developed proven techniques to convert the aforementioned microfilm into high quality digital images and to accurately and economically index the digital images as digital documents.

US Imaging's sole business is scanning and indexing Land Records for Counties and we treat every project as mission critical because: Land is forever, Land Records are forever, and the digital images captured from this project will be utilized by your constituents forever.

By completing hundreds of scanning projects, we have developed services that no other vendors provide. We price each service separately, so the County can select exactly what services and quality they desire for each department, media and record type. Our mission is to do this project right, the first time. US Imaging is the only vendor that has the experience and capability to complete this project properly with a guarantee that we will correct any issue for free, forever.

US Imaging has registered with the County as a vendor. Required disclosure forms have been submitted via the vendor portal and are included in this response.

If you have questions, or need additional information regarding this proposal, please contact:

Alicia Floyd
Proposal Coordinator
US Imaging, Inc.
(512) 505-8783
afloyd@us-imaging.com

I, Alicia Floyd, certify that all the information provided is accurate and that I have the authority to bind US Imaging, Inc., to the pricing submitted in this proposal. All pricing is valid for 180 calendar days from the bid due date.

A handwritten signature in blue ink that reads "Alicia Floyd".

Alicia Floyd
Proposal Coordinator
US Imaging, Inc.
04-3841775

400 S. Franklin Street • Saginaw, MI 48607
Phone: (989) 753-7933 • Fax: (800) 517-4293

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**APPENDIX A
COST PROPOSAL**

Proposed Cost Breakdown

Task:

Rate Per Occurrence:

Vendor may encounter all scenarios outlined below, and should establish rates per item or occurrence for each situation:

- Scan microfilm and review scanned images to ensure image quality. 16mm microfilm images must be at 5600 ppi, 35mm microfilm must be at 2800 ppi. COST: \$2.50 per roll to clean/prop**
\$0.025 per image to scan**
- If image quality is poor (does not meet the above defined resolutions), county may request use of overhead planetary camera for image using a liber book. COST: \$0.16 per Bound image**
\$0.09 per Mechanical image**
- Rolls may contain both simplex/duplex images within the same roll of film. These will need to be scanned twice at different settings in these instances. COST: \$0.035 per image**
- Within a roll of film, select images may have been spliced and "inverted." These image files will need to be corrected to the proper orientation in these instances. COST: \$0.035 per image**
- In order to be properly imported into the 20/20 system, image files need to be named as specified by the txt file provided by Avenu. (Specified Section Herein) COST: \$0.03 per image**
- Some scanned images may not appear within the text file. These images should be set aside and noted to confer with Nassau County on actions to be taken next. COST: \$0.06 per image**
- Remove targets from start/middle/end of reels so images will line up with our provided txt file.
- Add leaders and trailer to rolls of film when they are missing. COST: \$2.50 per roll**

Vendors should provide rates to cover the cost of labor for each and every potential situation that could arise during the scanning/indexing process including those not listed above.

Additional Task not Stated Above:

COST:

Additional Task not Stated Above:

COST:

**Please see attached price list for itemized pricing of all services

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

**Nassau County RFP# CL0210-3146
US Imaging, Inc. - Price List**

Stage 1

	<u>Required</u>	<u>Optional</u>
Per Roll to Clean & Prep for Scanning	= \$2.50	
Per Roll to Repair Splice or Add Leader/Trailer	= \$2.50	
Per Rollfilm Image to Scan 300dpi Grayscale JPEG - Entire Roll of Simplex or Duplex	= \$0.02	
Per Rollfilm Image to Scan 300dpi Grayscale JPEG - Mixed Roll of both Simplex & Duplex	= \$0.03	
Per Rollfilm Image to Convert JPEG to Black & White TIFF	= \$0.005	
Per Bound Book Image to Scan 300dpi Color JPEG	= \$0.15	
Per Mechanical Book Image to Scan 300dpi Color JPEG Image	= \$0.08	
Per Book Image to Convert JPEG to Black & White TIFF	= \$0.01	
Per Book Image to Convert JPEG to Black & White TIFF - Photostat	= \$0.02	

Stage 2

Per TIFF to Remove Excess Borders	=	\$0.03
Per TIFF to Single Inspect & Report to 98% Quality, Incl. Correcting Page Orientation	= \$0.035	
Per TIFF to Double Inspect & Report to 100% Quality, Incl. Correcting Page Orientation	=	\$0.035
Per TIFF to Duplicate Multi-Doc Pages	=	\$0.03
Per TIFF to Remove Target Pages and Auto-Index w/ Data File	= \$0.03	
Per TIFF to Single Group & Index Pages as Docs by Book-Page # & Document # to 98% Accuracy	= \$0.06	
Per TIFF to Double Group & Index Pages as Docs by Book-Page # & Document # to 100% Accuracy	=	\$0.06

Stage 3

Per TIFF to Enhance & Replace Poor Quality	=	\$0.40
Per TIFF to Mask Unwanted Documents	=	\$0.035
Per TIFF to Reverse Dual Polarity / Marginal Notations (Photostats)	=	\$0.035

Misc. Fees

Per Pickup to Transport Media to Saginaw, MI	= \$2,500.00
Per Delivery to Transport Media to Mineola, NY	= \$2,500.00
Per 4TB USB Hard Drive	= \$250.00
Per USB Hard Drive Shipment to County	= \$25.00

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: Alicia Floyd
(Signature)

PRINT NAME: Alicia Floyd, Proposal Coordinator

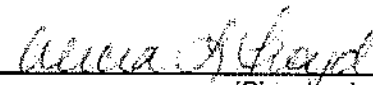
DATE: February 28, 2020

APPENDIX B
PROGRAM DESCRIPTION AND STAFFING

Please provide a complete written description of the Proposal, including the following information:

- a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- b. Detail prior experience in the area set forth in the scope of services.
- c. Detail prior experience with public sector clients (similar size and scope).
- d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

APPROVED AND SUBMITTED BY: _____


(Signature)

PRINT NAME: Alicia Floyd, Proposal Coordinator

DATE: February 28, 2020

Company History and Qualifications

In 1976 Micro Tec began providing confidential microfilming services for Hospitals and Banks throughout the Mid-West and began scanning microfilm and paper in 1993. In 1996 we merged with 25 other service bureaus nationwide to form a publicly held company called ImageMax; with 500 employees we scanned records for every industry nationwide. The Michigan location performed all microfilm scanning for all 25 locations from 1996-2006 and provided scanning and indexing for over 100 Counties. During our 10 years as ImageMax we had the unique opportunity to tour all 25 locations and develop the best standard practices in the imaging industry. We also developed key relationships with every scanner manufacturer in the world.

On January 27, 2006, the Michigan team formed US Imaging, Inc., registering as a Corporation in the state of Michigan, to perform on-site book and microfilm scanning exclusively for County Clerks and Records. We developed unique technology that allows our experienced staff to enhance specific areas on TIFF pages to create the most legible images possible. During the past 13 years we have served over 600 Counties, bringing our total experience to 769 Counties, including 4 Counties in the State of New York.

We are a beta test site for several scanner manufacturers. This provides us with the opportunity to utilize state of the art technology 6-12 months before our competitors. We constantly test and upgrade equipment to the best available on the market at any given time. We have developed unique capture, indexing and enhancing software called *ImageXpert*, retrieval software called *ImageXpress*, inspection and approval software called *ImageReview*. Due to our vast experience and partnerships, we are familiar with every Land Records system on the market. County records are irreplaceable and extremely valuable. As such, it is our practice to scan all media on-site. All images are captured in color to obtain images with 100% of the details contained in the original. We have developed a 3 Stage process that produces the highest quality images and most accurate indexing in the industry.

Our main operating facility, including certified microfilm lab and storage vault, is located at 400 S. Franklin Street in Saginaw, MI. This is our headquarters and the majority of our staff are based out of this location. We also have administrative and sales staff physically located throughout the continental United States that are available to travel to the County as needed.

US Imaging employees 49 full-time and 13 part-time employees, many of which have worked with us for their entire professional careers or are retired Military or County employees. We do not utilize temporary staff and will not subcontract any part of this contract. Our experienced staff, vehicles and facility are insured to meet or exceed all requirements recommended by the Professional Records and Information Storage Management Association (PRISM) and HIPAA. US Imaging has a detailed confidentiality policy which is strictly enforced. Our employees are all under non-disclosure agreements and have undergone a stringent background check.

US Imaging is an active member of PRIA, iGO, IACREOT, and NACRC.

County records are irreplaceable and extremely valuable. As such, it is our practice to scan all media on-site. We understand that this is not always feasible and can transport media to our secure facility for off-site scanning and storage in our vault. All book images are captured in color and all microfilm images are captured in grayscale to obtain images with 100% of the details available. We have developed a 3 Stage process that produces the highest quality images and most accurate indexing in the industry.

In our experience, many other vendors will respond to RFP's stating that they will perform all tasks asked within, but what we find is that they do not perform each task and their price will be unrepresentative regarding the County's requirements. That is why you will find each service priced separately in our cost proposal. Our mission is to do this project right the first time. Remember, you have been waiting years to convert these images into your system, and US Imaging wants to make sure that you and your constituents will be using the same images for many years to come.

Project Plan

Our proven 3 Stage process allows us to provide the highest quality at the lowest price while providing the County with the complete control over the image quality and project budget.

Stage 1 – Capture

The County will pack all microfilm, in order, into provided 15" storage boxes (35mm @ 45 rolls per box / 16mm @ 90 rolls per box) for off-site processing. Boxes will be labeled with the first and last roll of each box. Boxes will be couriered by authorized personnel of US Imaging. Once the microfilm arrives at our facility, each roll will be added to the Production Report, which is available on-line for live project tracking by designated County staff. The storage box will receive a barcode for tracking; box inventory is loaded into our Total Recall tracking system and added to the Production Report. The location of each barcode can be tracked down to a 4' x 4' area or shelf number.

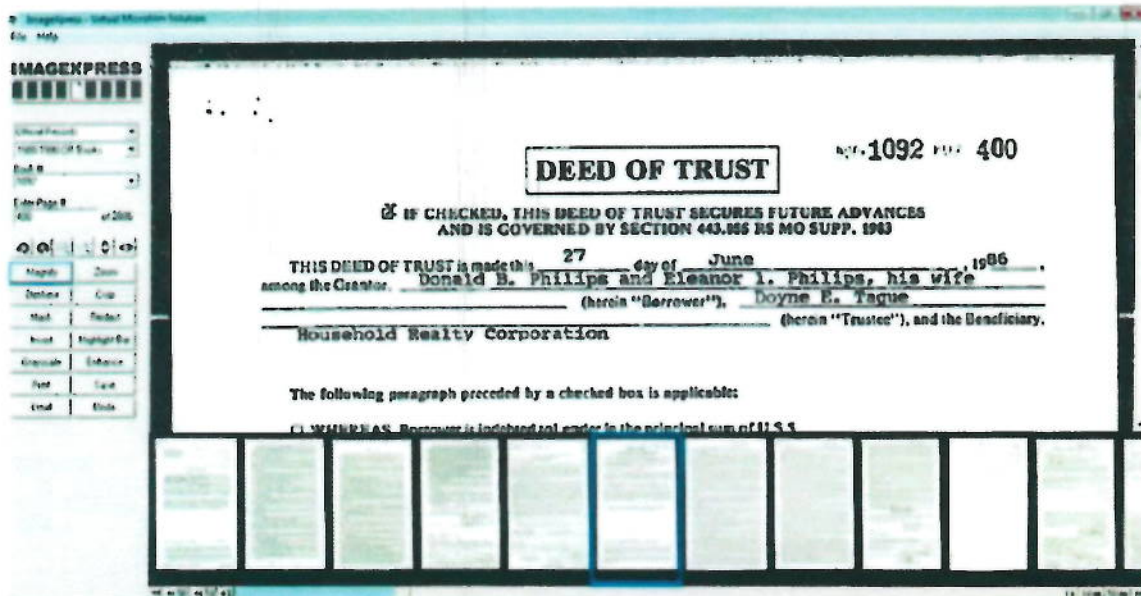
All microfilm will be thoroughly inspected prior to scanning. Each roll will be inspected for ANSI standards of 3' leader, 100 lines of resolution, 0.9-1.2 density and 3' trailer, acetate or polyester base, original or duplicate and secure splices throughout. Leader, splices and trailer will be added if necessary. 100% of each roll will be inspected for Redox and every acetate roll will be tested for Vinegar Syndrome. Any rolls that are deemed too poor of quality for scanning will be brought to the attention of the County and we will request the original source media (book) or a duplicate roll.

Microfilm contains 256 shades of gray. 100% of the microfilm images will be scanned at 300dpi in 256 shades of gray and saved as grayscale ribbon that captures all width and length of the roll as a single grayscale image. The individual pages will be extracted from the ribbon and saved as both grayscale JPEG images, with 85% quality compression, and standard black & white TIFF images with Group IV compression. All images will be sequentially numbered by a zero filled 8-digit number and stored in logically named directories named by Image Type (JPEG or TIFF)\Document Type\Book Number.

If a roll is deemed too poor of quality, we can scan the original books. Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain as intact. Our Book Scanners will capture 2 pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages. Pages with removable mechanical binders are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up. All book pages will be scanned on a book scanner at 300dpi in color to capture all 16,777,216 colors that are present on the original pages and saved as color JPEG images. All JPEG images will be converted to standard black and white TIFF images with Group IV compression. All images will be sequentially numbered by a zero filled 8-digit number and stored in logically named directories named by Image Type (JPEG or TIFF)\Document Type\Book Number.

All images will be automatically deskewed, black borders will be automatically cropped and any polarity present on the page will be automatically reversed so that each page is white with black text. A despeckling program WILL NOT be used; these programs will remove pixels from the document that are essential for legibility and the legality of the documents. Despeckling and dual polarity must be done manually and is a part of our Stage 3 enhancement process.

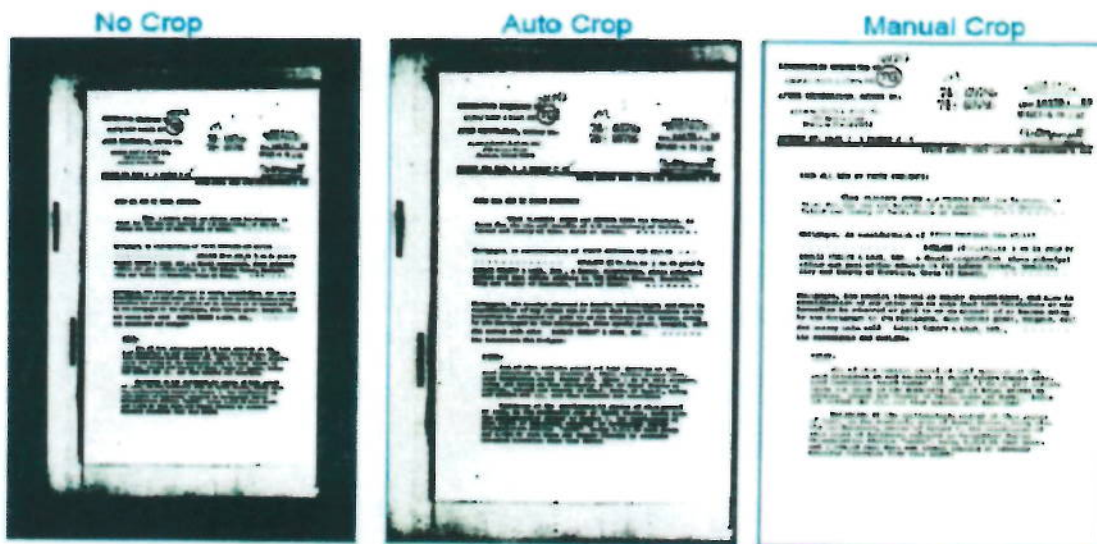
Within 1 month of scanning, the JPEG and TIFF images will be shipped on USB Hard Drives to the County along with an invoice for Stage 1. The County can access JPEG and TIFF images via our *ImageXpress* software program. *ImageXpress* enables the County or the Public to easily access images by the Book number prior to Stage 2 inspection and Stage 3 enhancement and formatting. Users can easily browse through the pages of each book, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail individual pages or multiple pages of a document. *ImageXpress* is provided during Stage 2 and 3 processing at no additional charge.



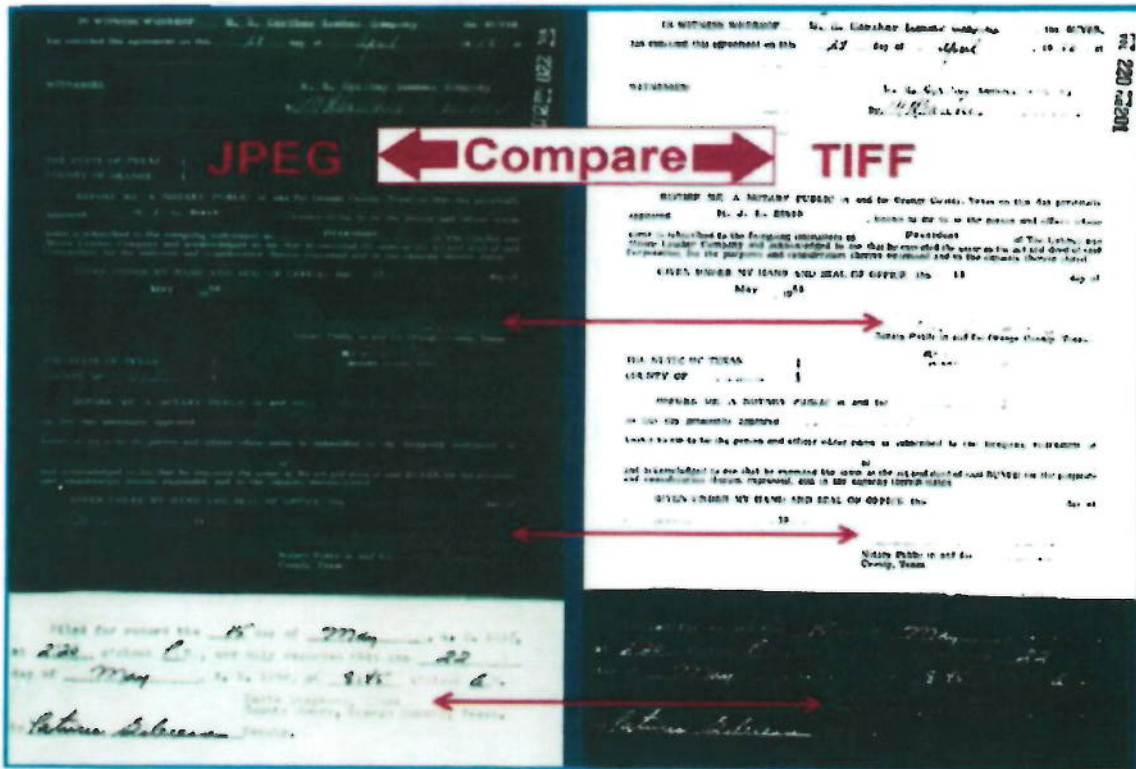
In addition to JPEG and TIFF images, a small pilot will be produced for the County to thoroughly review, approve and request modifications. All images will be inspected, cropped, grouped, indexed and formatted as multi-page TIFF's that can be easily viewed by any imaging viewer.

Stage 2 - Crop, Inspect, Group, Index and Verify

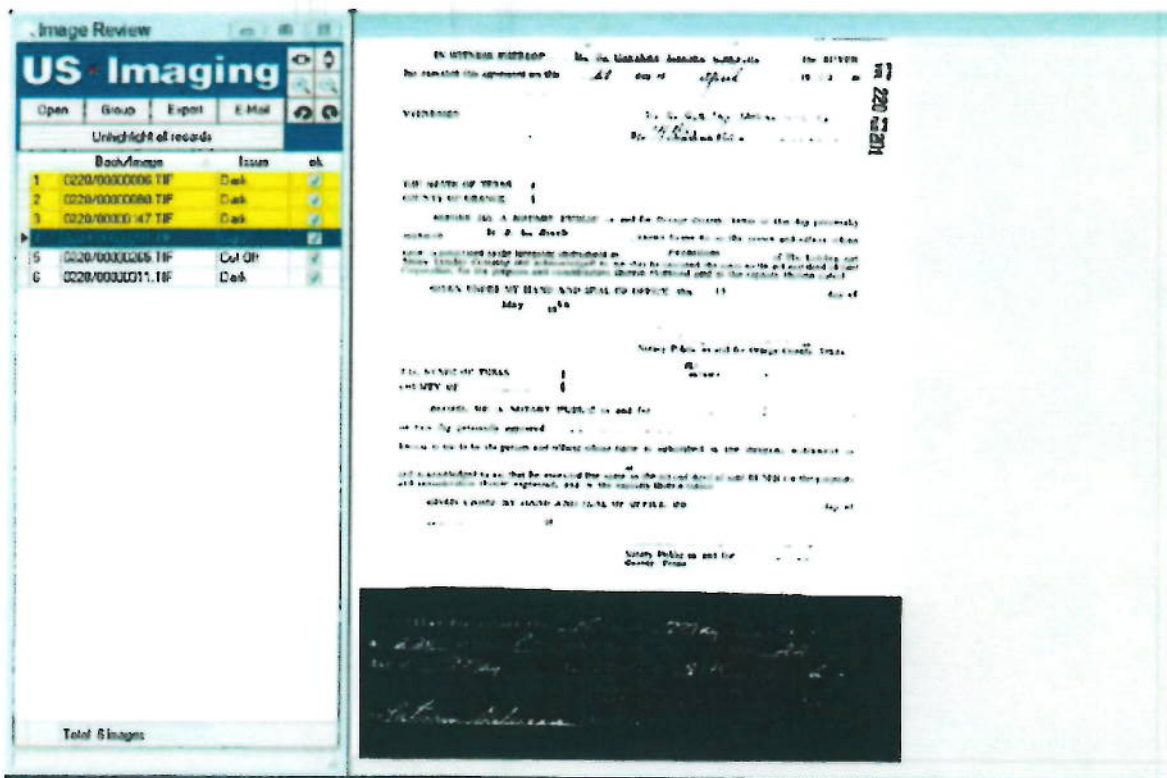
Automatic cropping removes solid black borders that surround the camera copy board and will not remove the white camera copy board background that surrounds the majority of the images. The camera copy board contains shadows, dirt and page alignment targets. **Optional manual cropping** can be performed to remove these white borders and artifacts in the camera copy board, so the pages return to their original letter or legal size. This will provide a more accurate original page size, fewer bytes per image, better system performance and overall appearance of every image. No data or marginal notations will be removed from the image during this process.



Each black and white TIFF (2 color) image will be visually compared to each grayscale JPEG (256 shades of gray) image on two side by side 20" portrait monitors simultaneously as full size up to 12"W x 16"H. Each image will be checked for page orientation, sequential order, missing pages, duplicate pages, "A" pages, retakes, redox spots and image quality. Particular attention is to be given to the party names, legal description, Book and Page numbers, Document numbers, date and time stamps and signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. Poor quality images will be reported and can be visually inspected in our free software utility called **ImageReview**. Since image quality is subjective and identifies 98% of the poor-quality images, we highly suggest an **optional double inspection** process where a second team of operators can inspect and report image quality a second time. The reports for each book would be combined to deliver 99.95% image quality.



ImageReview will allow the County to easily sort the Poor-Quality Report by Book number or the reported issue (light, dark, blurry, redox spots, etc.). *ImageReview* can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. *ImageReview* will display the poor-quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. *ImageReview* highlights images on the list after the County has inspected them so multiple inspectors know if an image has already been inspected or not. Once County review is complete, *ImageReview* exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval for specific images to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget. Our poor-quality image report provides proof that we have inspected 100% of the images with human eyes and allows the County to quickly inspect a small portion of the poor-quality images.



During scanning images are captured as single images and stored in folders by each Book #. If Book-Page # or Document # and Page Quantity data is present in the County's Computer Index, we can utilize this data to automatically group the pages together as documents and index them by the Book-Page #, Document # or both. After auto grouping and indexing our staff will confirm that the indexes match the images and if any mismatches are located, we will make the necessary adjustments to get the images and indexes back in sync. If errors are located in the County's Computer Index, we will report them back to the County, so computer index corrections can be made. Auto grouping and indexing delivers 99.95% accuracy.

If computer index data is not available for a particular document, our staff will manually group individual pages together for each document and index each document by the Book-Page # and Document #. Single level grouping and indexing will deliver 96% accuracy. Manual grouping and Indexing is prone to human errors and we recommend our **optional double grouping and indexing** process to eliminate them. 100% of the images will be grouped and indexed a second time by a second team of operators. The documents and indexes identified by the first operator and the second operator will be compared electronically and any

mismatches will be inspected, verified or corrected by a third operator to deliver 99.95% index accuracy. This is commonly referred to as double key and verify in the indexing industry.

If no optional Stage 3 services are selected by the County, US Imaging will format the TIFF images per the requirements for import into the Avenue 20/20 system (yyyy-vvvvv-ddddddd-ppp-nnnn.TIF).

Stage 3 – Optional Enhancement Services & Formatting

US Imaging can adjust the poor contrast of an entire page or any specific area on a page to provide the most legible TIFF images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media at no additional charge.

Land Records prior to 1950 typically have handwritten and typed pages with multiple documents on a single page. We offer an optional masking service in Stage 3, so that only the document that is being indexed is displayed in the image.

Land Records from 1946-1959 are black Photostats with dual polarity and marginal notations with large black areas that dramatically increase TIFF file size and waste tremendous amount of toner when printed. Our staff will reverse the polarity, so the entire page is white with black writing.

US Imaging will format the images and indexes to the required specifications for import into Avenue 20/20 system. All formatted images will be copied a new set of USB Hard Drives and shipped to the County for review and import into the imaging system. The County is able to import all of the images in a single import or spread out as many imports as they like.

Facility / Security

US Imaging Headquarters & Storage Facility:
400 S. Franklin Street
Saginaw, MI 48607

Our facility is 40,000 square feet. 10,000 square feet is utilized for production, and 30,000 square feet is dedicated storage vault.

Storage of microfilm will be in compliance with the Association Information and Image Management – Imaging Media – Processed Safety Photographic Film – Storage, ANSI IT9.11-1998 (as amended or replaced) or the International Organization for Standardization – Photography – Processed Safety Photographic Films – Storage Practices, ISO 18911:2000 (as amended or replaced).

Our facility is the only document storage center in Mid-Michigan, specifically designed for Backfile Scanning, Microfilm Storage and Document Storage. It is all steel construction upon a 4' concrete base, 20 feet above the 100 year flood plain. It has a Duralast roof with a dry sprinkler system. It has 2 indoor loading docks to keep documents out of the weather while unloading. We stack boxes 3 high and 3 deep on our industrial shelving system is made of steel uprights, steel beams and steel decking.

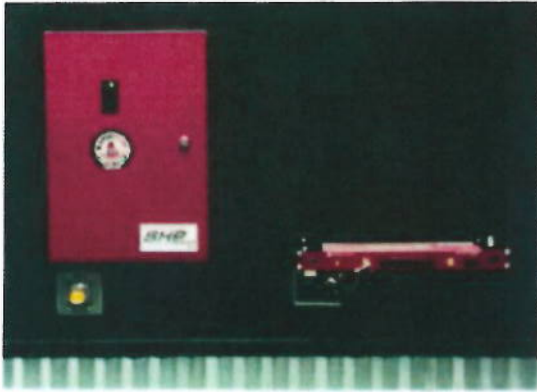
All inventory is stored in 15"x20"x10" archival storage boxes. Each box is labeled with the following information:

- Nassau County Clerk
- Media Type (35mm Rollfilm / 16mm Rollfilm)
- Document Type (Mortgages, Deeds, etc.)
- First and last roll number
- Unique box number for tracking and locating each box
- Barcode

The storage boxes will contain only microfilm for Nassau County. Box inventory is loaded into our Total Recall tracking system and made available to authorized Nassau County staff via the on-line Production Report. The location of each barcode can be tracked down to a 4' x 4' area or shelf number.

Our storage vault is separate from other types of storage or work areas and has separate heating, ventilating and air conditioning system (HVAC) from those regulating non-microfilm storage areas. All microfilm is stored within 2 film vaults, 1 for polyester and 1 for acetate. Film will be kept in a constant cool environment, with temperatures no greater than 65 degrees. Temperature will be monitored 24 hours a day seven days a week. The humidity in the vault where silver-gelatin polyester-based film are stored will be maintained between 30% and 40%, with a maximum deviation of + or - five percent per hour. The humidity will be 15% in the vault where silver-gelatin acetate-base film and other silver and non-silver film are stored. Humidity will be monitored 24 hours a day seven days a week.

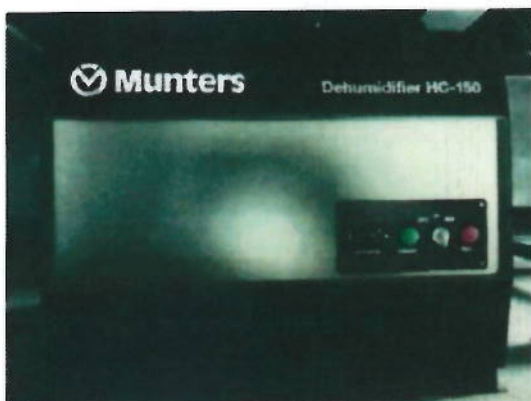
Our storage vault, designed for preservation of microforms, is fireproof and in accordance with the local building code, Fire Underwriter's Regulations and the National Fire Protection Association (NFPA) requirements. US Imaging utilizes an AVTech RoomAlert monitoring system (pictured below) that detects smoke, heat, humidity, flood, airflow and power that triggers alarms within our facility, local fire department and sends text messages to our management personnel in the event of a system alert.



Our storage vault is equipped with automatic 24-hour fire detection with an Ecaro25 fire suppression system (pictured below). No water based fire suppression is utilized in the vault. Our Ecaro25 based clean agent fire suppression system meets all ANSI, ISO & NFPA requirements.



Our facility has a Generac natural gas generator that can run for an unlimited amount of time in the event of a power outage. Our vaults utilize an independent Munters Dehumidification System (pictured below, left) and Generac Natural Gas Generator (pictured below, right) to maintain constant temperature and humidity in the event of a power outage.



In the event of a disaster, our facility has a number of fail safes in place to prevent, contain or limit damage, as described above. Outside of a tornado, which provides no advance warning, US Imaging would notify the County of any emanate threats and discuss potential concerns. In the unlikely event that your stored microfilm requires movement to another facility, management would communicate with the County as quickly as possible. US Imaging owns another property within Saginaw that we could use as a temporary location, or we would lease additional space as needed. We encourage the County to tour our facility and view our safety protocols.

US Imaging strives to provide and maintain a healthy and clean working environment for all our employees; as such, smoking is not permitted anywhere inside our facility. The policy applies to all full time and part time employees, as well as visitors. Signs are posted throughout the interior and exterior of our facility, indicating a smoke-free environment.

Reporting of Storage Conditions

US Imaging will submit condition reports on a monthly basis stating the following conditions: date and time of the reading, vault temperature and relative humidity in the areas where the microfilm is stored.

US Imaging will provide an on-line Production Report that designated County representatives can access 24 hours per day, 7 days a week.

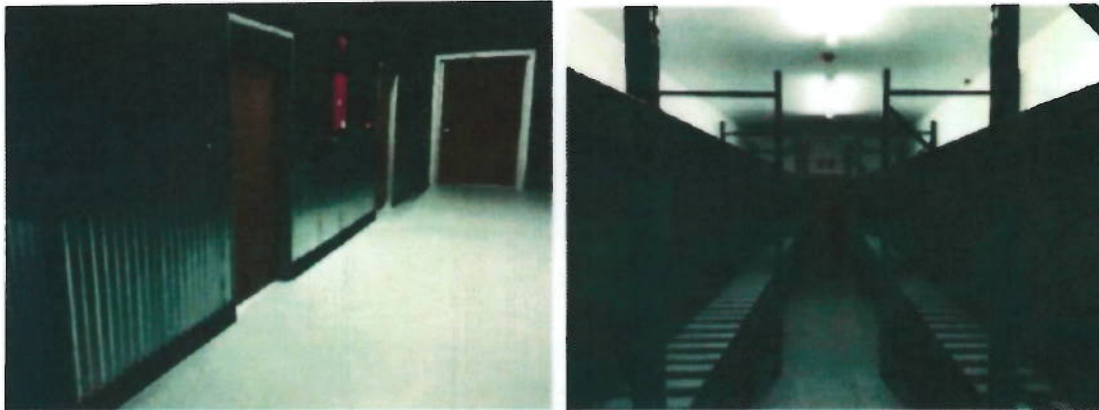
Security

Our facility includes strict security procedures and physical deterrents. All doors are constantly locked. There is no public access to the facility and all guests must sign in and be accompanied by an employee. We have 12 security cameras providing 24-hour surveillance to monitor the warehouse, entrances and exits. Security is monitored by Audio Central Alarm Company. The entire facility is climate and humidity controlled with industrial fire protection. We have never experienced a loss or theft from the facility.

Production PC's are password protected and do not have access to USB ports, DVD drives, printers or internet. Our servers have solid state hard drives with RAID 10 redundancy (instant backup) that are protected behind a SonicWALL NSA firewall as well as multilevel password and security access.

All workstations and servers have anti-malware, anti-spyware and virus programs installed that run daily.

Server room and film vaults are also locked and only accessible by 2 authorized key fobs.



We have a fenced employee parking lot and each employee has a remote control to open the gate. Each employee has a key fob to enter and leave the building and each entrance and exit are logged into a database.

Our experienced staff, vehicles and facility are insured to meet or exceed all requirements recommended by the Professional Records and Information Storage Management Association (PRISM) and HIPAA. US Imaging has a detailed confidentiality policy which is strictly enforced. Our employees are all under non-disclosure agreements and have undergone a stringent background check.

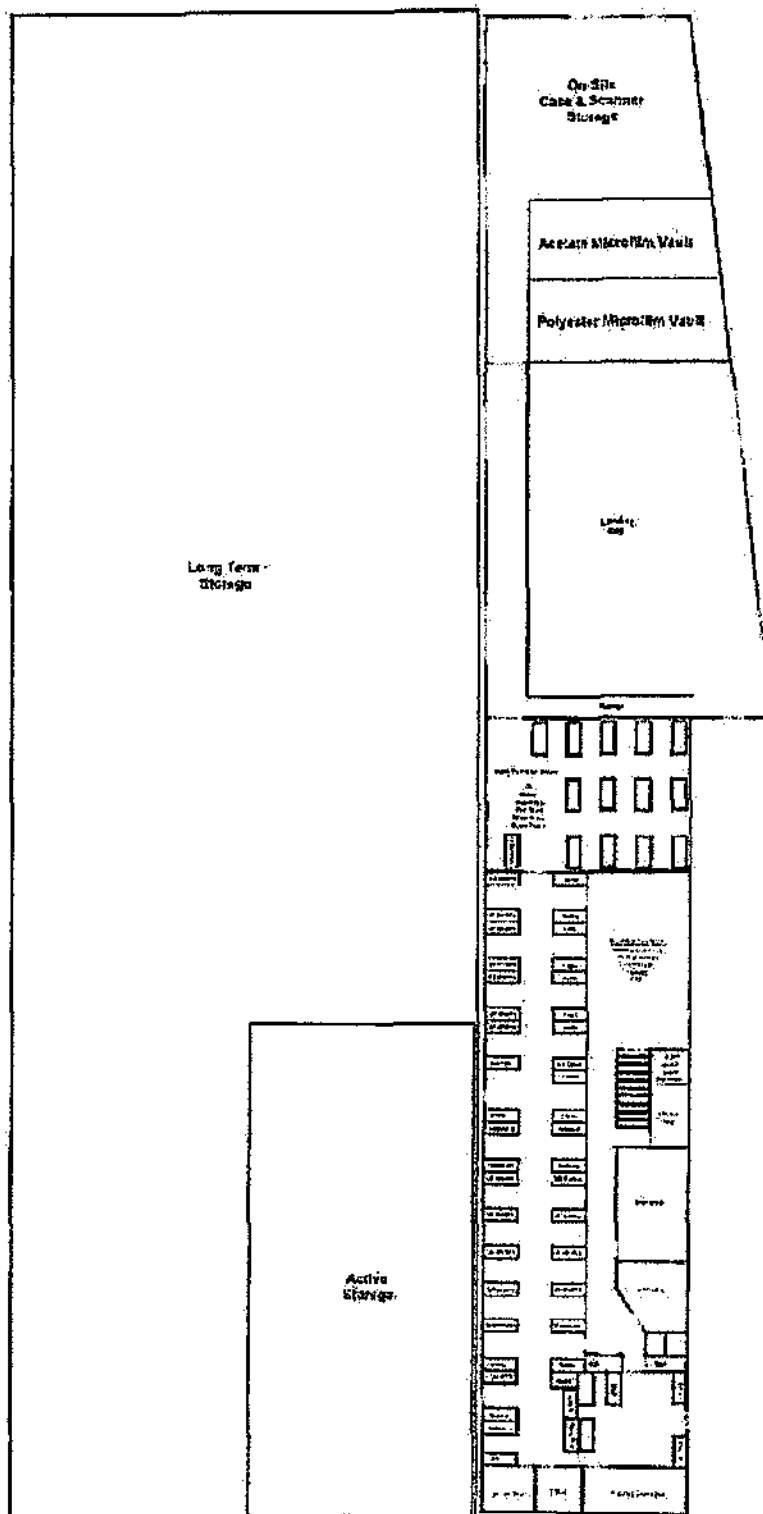
Visitors are visually identified before they are "buzzed" into a locked lobby area and "buzzed" in after showing picture ID and sign confidentiality statements before being escorted anywhere in the facility.

Pest Control

Regular scheduled monitoring of insect and animal pests is performed using traps.

Traps, non-vaporous and contained residual pesticides are used to control pests. Liquid sprays and fogging are not used.

Facility Schematics (Entire Facility)



US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

[illegible]

Project Management Team

US Imaging scans books and microfilm exclusively for Counties. We have successfully served 769 Counties, including 4 in the State of New York, and have more experience in Land Records than any other vendor in the Country.

Project Management Team

Scott Robinson, CDIA+ - President

Scott's grandfather started Micro Tec in 1976 and where Scott worked in production from 1982-1988, in 1988 Scott became the Regional Sales Manager for Micro Tec. In 1996 Scott became a Certified Imaging Architect. From 1996-2006 Scott was consistently in the top 3 out of 50 sales people for ImageMax and became the VP of Government Solutions. In 2006 Scott formed US Imaging, Inc., to focus solely on serving Counties.

Joshua Dossan - National Account Manager

Josh started with Micro Tec in 1997 and became the manager of our document storage division, File Safe, US Imaging's in-house storage site, in 2001. Josh joined the US Imaging sales team in 2006. Josh is the leading sales person in the Midwest and Northeast United States and has worked closely with over 200 Counties throughout IL, IN, MI, NY, OH, PA, VA and WI.

Josh will ensure that the County has a complete understanding of their needs and how our process can solve them. He is an advocate for the County and will make every effort to guarantee the County's expectations are met at each and every stage off the process.

Tina Arundel - Production Manager

Tina joined our administrative team in 1998 and quickly worked her way to Production Manager in 2002. Tina has managed the conversion of over 8 billion images for over 650 Counties. Tina is proficient with all of our hardware, software, processes and provides remote support to customers and software partners. Tina has helped develop our custom capture, indexing and enhancing program called *ImageXpert*.

Once the microfilm is Saginaw, MI, Tina will begin to manage the production of the scanning, image conversion, enhancement services selected by the County and document indexing of the records. Tina will provide regular project updates to Scott, Eric and the County. Tina is available to the County by both phone and email. Tina will provide regular project updates to Scott and Josh.

Tina will review actual totals against estimated totals once a week and will report to the County Project Manager once a month during the project. Project review meetings are typically scheduled for 30-60 minutes over the phone that may be accompanied with a supporting GoToMeeting. If meetings are preferred in person, we will arrange for Josh to visit the County and conduct any on-site meetings.

Project Experience and References

Ada County Clerk
200 W. Front Street
Boise, ID 83702
Heather Luther, Recording Supervisor
(208) 287-6850
hluther@adacounty.id.gov

US Imaging has scanned over 5.3 million Land Record, Court and Vital images from microfilm on-site. Due to budget restrictions, the County was only able to complete Stage 1 scanning and still utilizes our *ImageXpress* software to access the images. In 2019, US Imaging drafted a 5-year plan proposal for the County to perform Stage 2, 3 and full indexing services so that the recorded documents can be imported into the County Recording System.

Douglas County Clerk & Recorder
301 Wilcox Street
Castle Rock, CO 80104
Nancy Sotomayor, Recorder
(303) 663-7644
nsotomay@douglas.co.us

US Imaging scanned an estimated 12,000 images from books on-site and 1.2 million images from rollfilm off-site, encompassing 1861-1994 Land Records. Additionally, document indexing services were provided to ease party name search within the Recording System.

Erie County
247 Columbus Avenue
Sandusky, OH 44870
Barbara Sessler, Recorder
(419) 627-7687
bsessler@eriecounty.oh.gov

US Imaging scanned and processed images from Plats on-site and 35mm microfilm jackets off-site for the Erie County Recorder's and Auditor's office over the past five years. In 2018 we scanned over 200,000 Land Record images from books on-site. Post processing is currently being completed off-site.

Kent County
180 Ottawa Street
Grand Rapids, MI 49503
Jerome Czaja, Chief Deputy
(616) 632-7630
jerome.czaja@kentcountymi.gov

AmCad attempted to scan Deed microfilm for the County, but when they struggled to obtain acceptable quality, the County switched to our scanning services due to superior quality. They were so delighted with our images, they had us perform on-site scanning of Bound and Mechanical Books, Photostat Books, Vital Records back to 1934, Photostat microfilm Court Files and Recorded documents from microfilm from 1970 - 1996. Multiple projects have been completed over the past 8 years.

Washtenaw County
200 North Main, Suite 110
Ann Arbor, MI 48107
Edward Golembiewski, Chief Deputy
(734) 222-6710
egolembiewski@washtenaw.org

US Imaging scanned and processed over 2,000,000 images from Land Record, Vital Records and Commissioners Records from Books and Aperture Cards over the past 6 years.

Wayne County
400 Monroe Street, 7th Floor
Detroit, MI 48226
Contact: Bernard Youngblood, Register of Deeds
(313) 224-5850
byoungbl@co.wayne.mi.us

US Imaging scanned 18 million Land Record images from 21,000 rolls at our facility within 2 months. We have retrieved over 69,000 documents that are present on the rollfilm but missing from a previous vendor's conversion.

In addition to scanning, US Imaging is the current vendor for Wayne County ROD microfilm archiving and storage. We archive approximately 80,000 images monthly and store over 22,000 rolls of microfilm.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.