



Certified: --

E-86-24

FILED WITH THE NASSAU COUNTY CLERK OF THE
LEGISLATURE APRIL 24TH, 2024
4:32 PM

NIFS ID: CLCL23000005

Capital: X

Contract ID #: CQCL20000001

NIFS Entry Date: 12/15/2023

Department: County Clerk

Service: Digitization of Images & Indexing

Term: from 08/01/2020 to 09/05/2023

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension: X		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	Yes
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: US Imaging, Inc.	ID#:043841775
Main Address: 400 S. Franklin StreetSaginaw, MI 48607, MI 48607	
Main Contact: Alicia Floyd	
Main Phone: (512) 505-8783	

Department:
Contact Name: John Butler
Address: 240 Old Country Road Room 109 Mineola, NY 11501
Phone: (516) 571-4365
Email: jbutler@nassaucountyny.gov

Contract Summary

Purpose: Extend term of original contract awarded through RFP
Procurement History: RFP
Description of General Provisions: Digital Image conversion and Indexing Services
Impact on Funding / Price Analysis: No Impact on funding, term extension only
Change in Contract from Prior Procurement: NA
Method of Source Selection: <input checked="" type="checkbox"/> Request For Proposals awarded to proposer offering best value RFP #: CL0210-3146

Advertised On: 02/10/2020

Advertised In: Bid Board, Newsday

Proposals Due On: 03/02/2020

Number of proposals received: 666

Evaluation Committee members: John Butler, Madeline Farley, Phil Ring, Cheryl Max, Jeff Clark, John Condon, Eileen O'Donnell

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☒ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☒ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

If this is a contract with an individual or with an entity that has only one or two employees, check if applicable:

☒ A review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contracts and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			05	CAPITAL	00005	CAPITAL 00005 97137 00005	01	\$0.01
Project Number		97137						
Project Detail		00005						
TOTAL							\$0.01	

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$0.01
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	John Butler	12/15/2023 11:52AM	Approved
NIFS Final Approval	John Butler	12/15/2023 11:53AM	Approved
Final Approval	John Butler	01/11/2024 04:55PM	Approved
DPW			
Capital Fund Approval	Roseann D'Allewa	01/16/2024 09:35AM	Approved
Final Approval	Roseann D'Allewa	01/16/2024 09:35AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/16/2024 02:32PM	Approved
Approval as to Form	Salvatore Spezio	01/17/2024 11:36AM	Approved
NIFS Approval	Mary Nori	03/14/2024 03:05PM	Approved
Final Approval	Mary Nori	03/14/2024 03:05PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	03/07/2024 11:33AM	Approved
NIFA Approval	Irfan Qureshi	03/07/2024 11:49AM	Approved
Final Approval	Irfan Qureshi	03/07/2024 11:49AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/22/2024 02:02PM	Approved
DCE Compliance Approval	Robert Cleary	04/01/2024 11:09AM	Approved
Vertical DCE Approval	Arthur Walsh	04/17/2024 10:13AM	Approved
Final Approval	Arthur Walsh	04/17/2024 10:13AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/24/2024 04:23PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY CLERK’S OFFICE AND US IMAGING INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with US Imaging Inc., to provide image conversion and indexing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said amendment to the agreement with US Imaging Inc.

Amendment #1

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this “Amendment”), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting on behalf of the Nassau County Clerk, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the “Department”), and (ii) US Imaging, a State of Michigan corporation 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 (the documents maintained by the Clerk shall hereinafter collectively be referred to as the “Documents”); and

WHEREAS, the Clerk requires that the Documents be converted from microfilm; and

WHEREAS, pursuant to County contract number CQCL20XX01 between the County and the Contractor, executed on or about July 9, 2020 (the “Original Agreement”), the Contractor performs certain services for the County relating to microfilm image conversion and indexing, (the “Services”); and

WHEREAS, the Term, as defined in the Original Agreement, expired on December 31, 2022 (the “Termination Date”); and

WHEREAS, the Services were not completed as of the Termination Date and the Contractor performed Services up to and including September 5, 2023; and

WHEREAS, the County desires to extend the Original Agreement to September 5, 2023; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Term Extension. The parties agree that the Term shall be extended to September 5, 2023, unless sooner terminated as provided for in the Original Agreement.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the Term.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

US IMAGING, INC.

By: Alicia Floyd

Name: Alicia Floyd

Title: Contract Manager

Date: December 14, 2023

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

TEXAS

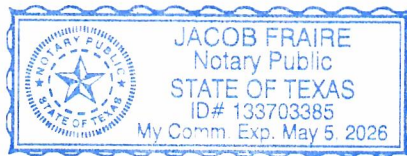
STATE OF ~~NEW YORK~~)

) ss.:

WILLIAMSON
COUNTY OF ~~NASSAU~~)

On the 14th day of December in the year 2023 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 Contract Manager 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 _____ 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 a Deputy 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



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: US Imaging, Inc.

2. Amount requiring NIFA approval: \$0.01

Amount to be encumbered: \$0.01

Slip Type: Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 08/01/2020 to 12/31/2022

Has work or services on this contract commenced? Yes

If yes, please explain: Term Extension of Prior Approved Contract

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? Yes

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Extend term or original contract awarded through RFP

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

03/07/2024

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:

Alicia Floyd [AFLOYD@US-IMAGING.COM]

Dated: 10/26/2023 07:39:50 am

Vendor: US Imaging, Inc.

Title: Contract Manager

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Scott Robinson
Date of birth: 02/21/1966
Home address: 435 Serenity Point Drive

City:	<u>Henderson</u>	State/Province/ Territory:	<u>NV</u>	Zip/Postal Code:	<u>89012</u>
Country:	<u>US</u>				

Business Address: 400 S Franklin Street

City:	<u>Saginaw</u>	State/Province/ Territory:	<u>MI</u>	Zip/Postal Code:	<u>48607</u>
Country:	<u>US</u>				
Telephone:	<u>989-714-9700</u>				

Other present address(es):

City:	<u>Saginaw</u>	State/Province/ Territory:	<u>MI</u>	Zip/Postal Code:	<u>48607</u>
Country:	<u>US</u>				
Telephone:	<u>5125058783</u>				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>01/27/2006</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u>01/27/2006</u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

100% Equity

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

US Archives, Inc. (FKA File Safe, Inc., File Storage) and Juliet Le Fleur, Inc. (Floral Design)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☒ NO ☐ If Yes, provide details.

Ingham County Clerk (US Archives contract) - Awarded in 2023

1 File(s) uploaded: Record Storage Svcs Agr w US Archives Inc_AF.pdf

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Scott Robinson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Scott Robinson , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

US Imaging, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Scott Robinson SROBINSON@US-IMAGING.COM

President & CEO

Title

10/26/2023 11:22:33 am

Date

RECORD STORAGE SERVICES AGREEMENT

THIS RECORD STORAGE SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan, acting on behalf of the **INGHAM COUNTY CLERK'S OFFICE**, located at 315 S. Jefferson St, Mason, MI 48854 (hereinafter referred to as the "County") and **US ARCHIVES, INC.**, with offices at 400 S. Franklin Street, Saginaw, MI 48607 (hereinafter referred to as the "Contractor").

RECITALS:

WHEREAS, the County has solicited proposals from firms qualified and experienced in records storage management for off-site, climate- and security-controlled storing and storage management of historical vital records for the Ingham County Clerk's Office; and

WHEREAS, the Contractor has submitted a proposal dated December 8, 2022 to provide the County with the record storage management services it requires; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. **Time Period for Performance of Required Services and Completion Date.** This Agreement shall become effective on June 1, 2023 and, unless prematurely terminated as authorized in this Agreement, continue through May 31, 2026.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause (i.e. for reasons other than Contractor's breach of the terms of this Agreement) as set forth herein, the Contractor shall be compensated for all services completed as of the effective date of termination.

2. **Scope of Services.** The services the Contractor is to provide shall be as set forth in Section 9.0 **SCOPE OF WORK**, pages 15-18, of the County of Ingham's Request for Proposals (RFP) **Packet #205-22 Record Storage Services for the Ingham County Clerk's Office**, attached to this Agreement, labeled **Exhibit A**. The attached **Exhibit A** is incorporated by reference into this Agreement and made a part thereof.

3. **Compensation.** The County shall pay the Contractor for the services performed under this Agreement in accordance with the fee schedule set forth in the Contractor's December 8, 2022 Proposal. A copy of the Proposal is attached to this Agreement labeled **Exhibit B**. The attached **Exhibit B** is incorporated by reference into this Agreement and made a part thereof.

It is expressly understood and agreed that the compensation to be paid by the County to the Contractor will be up to \$10,000.00 per year for packing, transport, barcode tracking and pickup, storage, and delivery of the vital records.

4. **Invoicing.** The Contractor shall invoice the County, attention Mr. Scott Hendrickson, Chief Deputy County Clerk, unless otherwise advised, upon satisfactory receipt of an itemized invoice detailing at a minimum services rendered, dates of services, hourly rates, invoice number, and remit to address. Payment will be made to the Contractor within thirty (30) days following receipt of an invoice and upon complete satisfactory receipt of services in accordance with the County's Accounts Payable policies and procedures. The County shall notify the Contractor of any adjustments required to invoice.

5. **Audit.** The Contractor shall follow generally accepted accounting practices (GAAP) and permit representatives of the County to audit and inspect its books and records on the services performed and costs invoiced to the County under this Agreement. Such records shall be kept available for three (3) years after termination of this Agreement.

6. **Access to Records.** The historical vital records of the Clerk's Office stored under this Agreement shall only be retrieved for use by the Clerk or an individual deputized by the Clerk.

7. **Nondiscrimination.** The Contractor, as required by law, and/or the County's Equal Opportunity Employment/Nondiscrimination Policy shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 355, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 227 (42 USC § 12101 *et seq*) as amended, and regulations promulgated thereunder.

Breach of this Section shall be regarded as a material breach of this Agreement.

8. **Compliance with the Law.** The Contractor shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes.

9. **Applicable Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The County and Contractor agree that any legal or equitable action under this Agreement shall be in Michigan Courts whose venue is established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

10. Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor's officers, employees, agents, and subcontractors shall in no way be deemed to be and shall not hold themselves out as employees or agents of the Contractor. The Contractor's officers, employees, agents, and subcontractors shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

The Contractor shall be responsible for paying all salaries, wages and other compensation which may be due its officers, employees, agents, or subcontractors and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. The Contractor shall maintain workers' compensation insurance and unemployment compensation coverage for its employees, as required by law.

11. Living Wage Requirements. In the event the Contractor has five (5) or more employees and the sum to be paid to the Contractor under this Agreement when combined with the sums to be paid the Contractor under any other Agreements the Contractor has with the County during a twelve (12) month period that includes the term of this Agreement totals or exceeds \$50,000.00 the Contractor and all its subcontractor(s) shall comply with the County's policy on payment of living wages as set forth in the Ingham County Board of Commissioners' Resolution No. 03-168, a copy of which is labeled **Exhibit C** and attached to this Agreement. In the event that the Contractor or its subcontractor(s) violates the County's Payment of Living Wage Policy, the County shall have the right to terminate this Agreement and/or the following remedies:

- A. If the Contractor is found to be in violation of the Living Wage Policy, the Contractor shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The Contractor shall also pay the County \$100.00 per affected employee for each day the violation occurs beginning with the third day after the Contractor receives notification of the violation. The Contractor may withhold from payments to the Contractor such amounts as are necessary to effectuate the above-stated payments or penalties.
- B. If the Contractor is found to be in violation of the Living Wage Policy and is subsequently required to pay the \$100.00 penalty provided for above for more than three (3) incidents within a two (2) year period the Contractor shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for the purposes of this subsection is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

Breach of this Section shall be a material breach of this Agreement.

12. Standards Of Conduct for Ingham County Vendors. The Contractor shall comply with the County's "Standards of Conduct for Ingham County Vendors" as set forth in Ingham County Board of Commissioners' Resolution No. 15-459, a copy of which is labeled **Exhibit D** and attached to this Agreement. Breach of this Section shall be a material breach of this Agreement.

13. Indemnification and Hold Harmless. The Contractor shall, at its own expense, protect, defend, indemnify, save, and hold harmless the County, the County's elected and appointed officers, employees, servants, and agents, and any agencies participating in the funding for the services to be performed under this Agreement, from all claims, damages, lawsuits, costs, and expenses that arise out of this Agreement, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees resulting from the willful misconduct, violations of Federal or State laws, rules or regulations, or negligent acts or omissions or improper performance or non-performance of the Work required by this Agreement by the Contractor or its officers, employees, agents, or subcontractors.

Pursuant to Act No. 165 of the Michigan Acts of 1966, MCL 691.991, as amended, the responsibility for indemnification set forth in this Section shall be limited to the degree of fault of the Contractor, or its officers, employees, agents or subcontractors.

The Contractor's responsibilities under this Section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, the County's officers, employees, servants and agents, the local units of government in which the Project is located and any agencies participating in the Project's funding, by the insurance coverage obtained and/or maintained by the Contractor.

14. Liability Insurance. The Contractor shall not commence work under this Agreement until it has obtained the insurance of the types and not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan who are acceptable to the County and have a minimum rating of "A" by the A.M. Best Company (www.ambest.com).

- A. Workers' Compensation Insurance including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Professional Liability Insurance (errors and omissions) with limits of liability of not less than \$1,000,000.00 per occurrence and/or claim. If the Contractor's Professional Liability Insurance is on a per claim basis the Contractor shall keep its Professional Liability Insurance either in force, or purchase extended reporting period "tail" coverage, for a minimum of three (3) years after the termination of this Agreement.
- C. Commercial General Liability Insurance (occurrence basis only) with limits of liability not less than \$1,000,000.00 per occurrence and/or \$2,000,000.00 per aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage Coverage with the following coverage inclusions:
 - 1) Broad Form General Liability Endorsements or equivalent, if not already included in the policy;

- 2) Independent Contractor Coverage;
 - 3) Contractual Liability;
 - 4) Products and Completed Operations Coverage; and
 - 5) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions.
- D. Motor Vehicle Liability Insurance with Michigan No-Fault Coverages including all owned, non-owned and hired vehicles with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage Coverage.
- E. Valuable Papers and Records Coverage: The Contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration, reconstruction and/or replacement of records supplied by the Ingham County Clerk or other data relating to the work, whether supplied by the County worker or agent, in the event of loss, impairment or destruction of these documents. Such coverage shall remain in force until the termination of the contract and County's receipt of the original documents that have been stored by the Contractor. Each occurrence limit is to be determined following receipt of proposer's recommendation. Provide tangible and intangible values.
- F. Bailee Coverage.
- G. Contractor's Employee Dishonesty Policy will name Ingham County as Loss Payee.
- H. It is understood and agreed by the Contractor that the County, all the County's elected and appointed officials, all the County's employees, boards, commissions and/or authorities and their board members including employees and volunteers thereof, shall be added as Additional Insureds on the Contractor's General Liability Insurance and Motor Vehicle Liability Insurance required above and of excess and umbrella insurances. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

All insurance coverages required by this Section shall be with insurance companies licensed and admitted to do business in the State of Michigan and whom are acceptable to the County, and have an A.M. Best Company (www.ambest.com) rating of A+ (Superior) or A or A- (Excellent).

The Contractor shall be responsible for paying any deductibles in insurance coverage it is required to maintain by this Agreement.

All insurances required by this Section shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to Ingham County Purchasing

Department, P.O. Box 319, Mason, Michigan 48854.” If Contractor’s insurers refuse to provide such an endorsement, the Contractor shall be responsible for providing the required notices.

The Contractor shall provide to the County at the time copies of this Agreement are returned to the County for execution with two (2) copies of certificates of insurance for each of the insurance policies/coverages required above in this Section. If so requested, certified copies of all policies shall be furnished.

In the event policies of insurance evidenced in the certificates of insurance expire during the term of this Agreement, new certificates of insurance shall be issued to the County meeting the requirements of this Section evidencing the Contractor’s continuation of such insurances at least ten (10) days prior to the expiration date.

15. Disclaimer. Any approvals, acceptances, reviews, and inspections of any nature by the County shall not be construed as a warranty or assumption of liability on the part of the County. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the County, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews and inspections are a governmental function incidental to the services under this Agreement.

Any such approvals, acceptances, reviews, and inspections by the County will not relieve the Contractor of its obligations hereunder. Such approvals, acceptances, reviews and inspections by the County shall not be construed as a warranty as to the propriety of the Contractor’s performance, but are undertaken for the sole use and information of the County.

16. Government Function. The work to be performed under this Agreement is a governmental function. It is the intention of the parties hereto that this Agreement shall not in any way be construed to waive the defense of governmental immunity held by the County.

17. Third Parties. This Agreement is not for the benefit of any third party.

18. Waivers. No failure or delay on the part of either the County or the Contractor in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor. The making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

19. Iran Linked Business. The Contractor has certified to the Contractor that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an “Iran linked business” during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

20. Assignment or Subcontracting. The Contractor may not assign or subcontract for the provision of any of the services required by this Agreement without the prior written approval of the County. It is, however, expressly understood and agreed by the County and the Contractor that any approved assignment or subcontract by the Contractor does not affect the Contractor’s responsibility and accountability to the County for the assigned or subcontracted activity.

21. Modification of Agreement. Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

22. Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

23. Compliance with County’s Purchasing Requirements Regarding Labor, Employment, and Environmental Laws and Regulations. The Contractor, by its entry into this Agreement, certifies that it shall comply with the County’s Purchasing Policy requirements that vendors doing business with the County comply with labor, employment, and environmental laws and regulations. A summary of said Purchasing Policy, which was adopted by the Ingham County Board of Commissioners in Resolution No. 20-186, is attached to this Agreement, labeled **Exhibit E**. The attached **Exhibit E** is incorporated by reference into this Agreement and is made a part hereof. Breach of the Purchasing Policy requirements set forth in **Exhibit E** shall be a material breach of this Agreement and shall subject the Contractor to the penalties set forth in said policies.

24. Complete Agreement. This Agreement and the Exhibits contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. In the event of a conflict between the contract documents, said conflict shall be resolved by giving precedence to this Agreement.

25. Binding Effect of the Agreement. The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

26. Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

27. Certification of Authority to Sign Agreement. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT TO PROVIDE RECORDS STORAGE SERVICES AT THE INGHAM COUNTY CLERK'S OFFICE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF INGHAM

By: _____

Ryan Sebolt, Chairperson
County Board of Commissioners

Date: _____

US ARCHIVES, INC.

By: Alicia Floyd
(Signature)

Name: Alicia Floyd
(Print or Type)

Title: National Contract Specialist
(Print or Type)

Date: January 5, 2023

INGHAM COUNTY CLERK'S OFFICE

By: _____

Barb Byrum, County Clerk

Date: _____

APPROVED AS TO FORM
FOR THE COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: Courtney A. Gabbara 12/22/2022

EXHIBIT A

County of Ingham Request for Proposals
Records Storage Services for the Ingham County Clerk's Office
Packet #205-22

the United States Department of Labor, Bureau of Labor Statistics.

- The County reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase or whatever term was previously authorized by the Board.

9.0 SCOPE OF WORK

A. General Requirements

1. The Contractor shall have proven experience operating a commercial records storage facility. A minimum of at least five (5) current and five (5) past records storage customer references shall be provided with the proposal.
2. The Contractor shall be a member in good standing of one or more professional associations such as PRISM International (Professional Records & Information Services Management), ARMA International (The Association for Information Management Professionals).
3. The Contractor shall provide regular annual pick-up/delivery services at a time mutually agreed upon by the Clerk and Contractor.
4. Requests by the Clerk for access to records shall be filled in one business week (five (5) days) without incurring a rush or emergency withdrawal charge.
5. Contractor shall be capable of emergency twenty-four (24) hour record withdrawal and delivery service.
6. Contractor shall combine delivery and pickup of boxes into one trip when requested, and shall meet the delivery requirements mutually agreed to.
7. Contractor shall provide a phone number for requesting records storage services and for contacting customer service and support. In your proposal, provide the exact address of the storage facility and indicate the distance from the Clerk's Office.
8. Contractor may be required to transfer records from existing storage facility to another County facility.
9. The Clerk shall maintain ownership of all stored records.
10. Access to the records storage vaults is permissible only with the express consent of the County Clerk.

County of Ingham Request for Proposals
Records Storage Services for the Ingham County Clerk's Office
Packet #205-22

B. Storage Facility

1. The records storage facility shall be solidly constructed, with secure loading and unloading areas.
2. Floors shall support at least 300 pounds per square foot, and shall be at or above ground level to assure dry storage.
3. Walls surrounding the record storage area shall be at a minimum four (4)-hour fire resistant/rating.
4. Roof shall be of non-combustible construction and leak proof.
5. The records storage facility must meet all applicable requirements of National Fire Protection Association (NFPA) 232-2000.
6. Contractor shall provide an environmentally controlled (at minimum, an average, consistent office environment temperature and humidity) storage area or vault for storage of all of the Clerk's historical vital records. Contractor shall have controls and a log showing the environmental temperature does not exceed 74°F and relative humidity does not exceed 50 percent.
7. The records storage facility shall include a climate controlled (consistent average office environment temperature and humidity) on-site room for access and research of Clerk records by authorized Clerk personnel.
8. Pest control – Contractor shall provide proof of semi-annual treatment and/or inspection for rodent and insect protection.
9. Fire Suppression System – Contractor shall store all records in a facility equipped with a dry fire suppression system; a wet sprinkler system shall never be used. Contractor shall provide proof of a zoned fire suppression system, and the performance of periodic tests.
10. Security – Contractor shall furnish a detailed description of 24-hour security, including intrusion protection and fire detection systems in place monitored from outside the facility.

***Note:** Prior to the final award of this contract, the Clerk or other authorized representatives of the County may arrange a site visit to check the facility where the Clerk's records will be stored. The County reserves the right to make intermittent, unannounced inspections of the records storage facility throughout the duration of this contract.*

County of Ingham Request for Proposals
Records Storage Services for the Ingham County Clerk's Office
Packet #205-22

Contractor shall ensure that all employees who may come into direct contact with the Clerk's files at any time have been fingerprinted and their criminal history backgrounds checked. Provide in your response your firm's fingerprint and background policy and procedures.

11. Storing – Boxes shall be stacked no more than three (3) high on a shelf to prevent crushing. Boxes shall be placed on shelving at least four (4) inches off the floor for moisture protection. Records shall be inventoried using a bar coding system, indexed and shelved in such a manner that will facilitate timely access requirements detailed throughout these specifications.

C. Storage Management

1. Access Control – The Contractor shall provide measures to meet any confidentiality requirements with respect to the records placed in storage by the Clerk and shall have procedures for access authorization and controlled access to the records. Contractor shall also provide documented procedures for notifying the Clerk immediately in case of disaster damage or destruction of the Clerk's records. In your response, provide your firm's access control policy.
2. Disaster Plan – The Contractor shall furnish a written disaster plan and recovery procedures for the care and protection of records in the event of natural disasters (e.g. hurricane, flood, fire) and general emergency preparedness including movement of records if required.
3. Accountability – The Contractor must be able to account for all boxes placed in storage in the annual inventory and upon request by the Clerk. Contractor shall provide initial and updated inventory listings, written customer procedures and customer training, at least once a year. The inventory listings must show, at a minimum, the Clerk's assigned box number, bar code, box location, and size of box in cubic feet. Contractor shall provide a detailed list of all transactions with each monthly invoice. Contractor shall provide copies of all work orders referenced on each invoice.
4. Costs associated with permanently removing records – palletizing, shrink-wrapping, dock usage, etc., should be reasonable and limited to contract rates for retrieval, removing data from the database, and staging items for shipping. **The cost of permanent withdrawal of records and boxes and any additional cost for termination of the account/contract must be specifically defined in the proposal response.**
5. Storage shall comply with all State of Michigan requirements as necessary, including HIPAA/HITECH (Health Insurance Portability and Accountability Act and Health

County of Ingham Request for Proposals

Records Storage Services for the Ingham County Clerk's Office

Packet #205-22

Information Technology for Economic and Clinical Health Act) requirements for patient/medical records.

10.0 INVOICING

1. The Contractor shall invoice the Ingham **County Clerk's Office, attention Mr. Scott Hendrickson, Chief Deputy County Clerk**, unless otherwise advised, upon satisfactory receipt of an itemized invoice detailing at a minimum services rendered, dates of services, hourly rates, invoice number, and remit to address.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of services.
3. The County shall notify the Contractor of any adjustments required to invoice.
4. Invoices shall only be issued by the Contractor who is awarded a contract.
5. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the agreement.

11.0 RESPONSE FORMAT

The Proposer is responsible for providing sufficient detail and supporting documentation, where applicable, in the proposal. The County is not obligated to and will not reimburse the proposer for any costs incurred in the preparation and submission of proposals.

The items listed below shall be submitted with each proposal and shall be submitted in the order shown. Each section should be clearly labeled with pages numbered and separated by tabs. Include a title page and table of contents. Failure by a proposer to include all listed items may result in the rejection of its proposal.

Tab I – Transmittal Letter

Provide a transmittal letter indicating your firm's understanding of the requirements of this specific job proposal. The letter must be a brief formal letter (1-2 pages) that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the firm's organization to perform the work included in the proposal must sign the letter in ink.

Tab II – Firm Profile

Provide a profile describing firm and include all of the following:

1. The official name of the firm;
2. Firm's organizational structure (e.g. corporation, partnership, Limited Liability Company, etc.);
3. The jurisdiction in which firm is organized and the date of such organization;

EXHIBIT B

Proposal to:

**Annual Storage
June 1, 2023 – May 31, 2026**

Presented to

**Ingham County Clerk
341 S. Jefferson
Mason, MI 48854**

Presented by

**US Archives, Inc.
400 S. Franklin Street
Saginaw, MI 48607
www.usarchives.com**

Troy Price
National Account Manager
tprice@us-archives.com
(989) 714-0469

December 8, 2022



December 8, 2022

Barb Byrum
Ingham County Clerk
341 S. Jefferson
Mason, MI 48854

US Archives, Inc. is pleased to submit the following proposal for secured & climate controlled storage for Ingham County for the contract term of June 1, 2023 – May 31, 2026.

STORAGE FACILITY:

Temperature and humidity controlled - 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.

Disaster Safe - Our facility is the only document storage center in Mid-Michigan, specifically designed for Microfilm Storage and Backfile Scanning. 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 two indoor loading docks to keep documents out of the weather while unloading. Our industrial shelving system is made of steel uprights, steel beams and steel decking. Additionally, our vaults utilize an independent Munters Dehumidification System and Generac Natural Gas Generator to maintain constant temperature and humidity in the event of a power outage.

Fireproof Vault - Our storage vault, which is 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 Archives utilizes an AVTech RoomAlert monitoring system 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. Our storage vault is equipped with automatic 24-hour fire detection with an Ecaro25 fire suppression system. 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 storage vault has a separate heating, ventilating and air conditioning system (HVAC) from those regulating non-microform storage areas.

SECURITY / INSURANCE:

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

Plant 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. Video surveillance monitors the warehouse, entrances, and exits. The entire facility is climate and humidity controlled with industrial fire production. We have never experienced a loss or theft from the facility.

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

TRACKING:

Our experienced staff will load the microfilm into new 15-inch storage boxes, place content and barcode tracking labels on each box. Each box will be indexed by customer name, document type, retention period, and rollfilm numbers within each box.

Boxes are tracked by a state of the art computer system specifically designed for Professional Record Storage Centers. Our solution eliminates unused space, overburdened space, damaged records, and the labor to manage the filing system.

RETRIEVAL SERVICES – Regular Business Hours:

We will retrieve requested files or boxes from our shelving system for **\$3.00** per file or box. Refiles are also **\$3.00** per file or box. To retrieve a file or box, simply fill out a retrieval form e-mail or fax it to us. Requested files will be scanned for **\$0.50** per page and e-mailed, FTP'd, or faxed. Files can also be shipped via UPS for **\$15.00** + UPS Shipping Charges.

Retrievals can be made by phone at (989) 754-9949 or e-mail to Troy Price tprice@us-archives.com, Monday – Friday 8am-5pm EST. All retrieval requests will be fulfilled within 24 hours.

RETRIEVAL SERVICES – Emergency Calls & After Hours:

Emergency retrievals requests must be phoned in and will be delivered electronically within 30 minutes between 8:00am – 2:00pm for **\$25.00** per file and after-hours retrievals will be delivered within 90 minutes for **\$75.00** per file.

Estimated Annual Storage Investment

June 1, 2023 - May 31, 2024

600 Books/Boxes @ \$0.50 Per Book (or 15" Box), per Month @ 12 Months = \$3,600.00

June 1, 2024 - May 31, 2025

625 Books/Boxes @ \$0.50 Per Book (or 15" Box), per Month @ 12 Months = \$3,750.00

June 1, 2025 - May 31, 2026

650 Books/Boxes @ \$0.50 Per Book (or 15" Box), per Month @ 12 Months = \$3,900.00

Total Investment = \$11,250.00

Additional Services – As Required

Pickup or Delivery	@ \$500.00	Per Round Trip
New 15" x 12" x 10" Double Wall Storage Box	@ \$6.00	Per Box
New Inventory: Key Contents into Inventory & Barcoding	@ \$5.00	Each
Retrieval of File or Box	@ \$3.00	Each
Refile of File or Box	@ \$3.00	Each
Emergency Retrieval Service (within 30 minutes, 8a - 2p)	@ \$25.00	Each
Emergency Retrieval Service (within 90 minutes, 2p - 7a)	@ \$75.00	Each
Scan on Demand	@ \$0.50	Per Page

ACCEPTANCE AND AUTHORIZATION:

Invoices will be issued annually at the start of each new contract year and will be determined by the actual quantity in storage.

Ingham County may designate acceptance of this proposal by signature of a duly authorized officer of the Company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Ingham County, agrees to pay US Archives, Inc. the total amount due within 30 days from the date of invoice.

US Archives also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

Accepted by:

Barb Byrum
County Clerk
Ingham County
341 S. Jefferson
Mason, MI 48854

Signature: _____

Date: _____

Accepted by:

Alicia Floyd
National Contract Specialist
US Archives, Inc.
400 S. Franklin Street
Saginaw, MI 48607

Signature: Alicia Floyd

Date: January 5, 2023

EXHIBIT C

ADOPTED - JUNE 24, 2003
Agenda Item No. 7

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A POLICY TO REQUIRE THE PAYMENT OF A LIVING WAGE

RESOLUTION #03-168

WHEREAS, the Ingham County Board of Commissioners desires to increase the quality and reliability of services procured for Ingham County or provided Ingham County inhabitants by promoting higher productivity and retention of employees working for Ingham County on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending and procurement of services to require covered employers who provide services to Ingham County to pay their employees a "Living Wage" sufficient to meet their employees' basic subsistence needs; and

WHEREAS, the Ingham County Board of Commissioners desires to raise the income of low-income working people and their families employed by covered employers on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending to encourage the development of jobs paying wages above the poverty level; and

WHEREAS, the Ingham County Board of Commissioners, under this policy, does not intend to establish any generally applicable County minimum wage, or regulate the wages paid by any business or individual that chooses not to provide services covered by this policy to the County; and

WHEREAS, the Ingham County Board of Commissioners desires to provide incentives for covered employers to provide health insurance to their employees; and

WHEREAS, the economic research summarized in the Economic Policy Institute's August 2000 issue guide, "Higher Wages Lead to More Efficient Service Provision," indicate that payment of higher wages is associated with greater business investment in employee training, higher productivity, and lower employee turnover; and

WHEREAS, the Ingham County Board of Commissioners references the Michigan League for Human Services October 1998 report, "Economic Self-Sufficiency: A Michigan Benchmark," that a family of three required at that time, on average \$2,724 a month to pay for housing, food, child care, health care, transportation, clothing, household supplies, a telephone, and taxes, and this was at the time equivalent to an hourly wage of \$15.83 for households with a single worker and \$7.92 for households with two workers; and

WHEREAS, while the 2002 United States Department of Health and Human Services federal poverty guideline was \$18,100 a year for a four-person family income near the poverty level is not a desirable standard of living sufficient to meet the subsistence needs of a family in Ingham County and its surrounding communities.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby requires that each contractor pay its employees providing services under the contract wages which are greater than or equal to a living wage, and meets other conditions, as defined in this policy.

BE IT FURTHER RESOLVED, that this policy applies to any individual, proprietorship, partnership, corporation, trust, association or other entity that is a contractor, defined as follows:

- i. A "contractor" is a party to a contract with Ingham County primarily for the furnishing of services (as opposed to purchasing or leasing of goods or property), where the total expenditure for such contract exceeds \$50,000 in a twelve-month period and employs five or more employees, or where the total value of contracts that the contractor has in effect on the effective

date of the contract with Ingham County exceeds \$50,000 and where the contractor employs five (5) or more employees. It does not include contractors who pay Ingham County a commission for the right to offer their services in county facilities or in conjunction with county events;

ii. A "subcontractor" is a party to a contract with a contractor providing services to Ingham County who is required to pay a "living wage" under the terms of this policy; whose contract with the contractor is for the purpose of furnishing services to Ingham County under the terms of the contractor's contract with Ingham County; where the subcontractor employs five or more employees and where the total value of the subcontractor's contract for that purpose exceeds \$25,000.

BE IT FURTHER RESOLVED, that the living wage requirement of this policy shall apply with respect to any employee of a contractor or subcontractor who is employed either part time or full time providing services directly under the contract.

BE IT FURTHER RESOLVED, that for the purposes of this policy, the following terms and phrases are defined as follows:

A. "Contract" means an agreement to perform services, including the subcontracting of services. Contracts for the purchase of goods and contracts to lease or purchase property are excluded.

B. "Employer" means a person who engages employees to provide labor in exchange for payment of wages or salary.

C. "Federal poverty line" means the official poverty line defined by the Office of Management and Budget based on Bureau of Census data for a family of four (4), as adjusted to reflect the percentage change in the Consumer Price Index for all urban consumers.

D. "Health care benefits" means the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

E. "Living wage" means an hourly wage rate which is equivalent to 125% of the federal poverty line on an annual basis when calculated based on forty (40) hours per week, fifty (50) weeks per year; provided however, that costs paid by the employer for an employee's health care benefits may be counted toward up to one-fifth (1/5) of the hourly rate payable to the employee.

F. "Person" includes individuals, proprietorships, partnership, corporations, trusts, associations, joint ventures, and other legal entities, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

G. "Public entity" means the State of Michigan including all agencies thereof, any public body corporate within the state, including all agencies thereof, or any non-incorporated public body within the state of whatever nature, including all agencies thereof.

BE IT FURTHER RESOLVED, that the County Controller shall annually adjust the living wage as provided herein to incorporate changes in the federal poverty level. The Controller shall notify the Board of Commissioners of any change in the amount of the living wage, and shall notify each contractor of such changes and such contractors shall, no later than 30 days after notification, adjust the hourly rates of affected employees as necessary to comply with this policy.

BE IT FURTHER RESOLVED, that the County Controller shall include an explanation of the requirements of this policy in all requests for proposals that may be covered by this policy.

BE IT FURTHER RESOLVED, that each contract covered by this policy shall require compliance with this policy. Each such contract shall provide that a violation of this policy shall be considered a material breach of the contract and Ingham County shall have the right to terminate the contract and disbar the contractor from future Ingham County contracts as provided below.

BE IT FURTHER RESOLVED, that every contractor shall post in a conspicuous place on all job sites subject to this policy

a copy of the living wage rate required under this policy. The contractor shall keep accurate records of the names and actual wages and benefits paid to each employee providing services under the contract and subcontract and provide Ingham County with such records within five (5) business days, if requested by the County.

BE IT FURTHER RESOLVED, that each contract shall provide that contractors who are found to be in violation of this provision shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The contract shall also provide that contractors shall be required to also pay Ingham County \$100 per affected employee for each day the violation occurs beginning with the third day after the contractor receives notification of the violation. The County may withhold from payments to the contractor such amounts as are necessary to effectuate the payments or penalties provided in this paragraph.

BE IT FURTHER RESOLVED, that a contractor who is found to be in violation of this provision and is subsequently required to pay the \$100.00 penalty provided above for more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

BE IT FURTHER RESOLVED, that anyone with knowledge of a violation of this policy may file a complaint with the County Controller, who shall have thirty (30) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's satisfaction within the thirty (30) day period, the complainant or his representative may bring forward his/her complaint to the County Services Committee of the Ingham County Board of Commissioners. The Committee shall forward its recommendation on the matter to the Board of Commissioners for final resolution.

BE IT FURTHER RESOLVED, a contractor or subcontractor found to have retaliated in violation of federal or state law against an employee for filing a claim of non-payment of a wage rate shall be ineligible to bid on any contract involving the County for a period of (five) 5 years from the date of such finding.

BE IT FURTHER RESOLVED, that the following exemptions from this policy apply:

- A. Public entities are exempt from compliance with this policy.
- B. Entities with 501(c)(3) status with who have nine (9) or fewer employees are exempt from compliance with this policy.
- C. Employees who are working under the terms of a collective bargaining agreement are exempt from compliance with this agreement.
- D. Exempt employees working on projects where federal, state or local law, or Ingham County policy requires payment of a prevailing wage are exempt from compliance with this policy.
- E. The following programs are exempt if developed specifically for high school and/or college students by Ingham County or one of its contractors:
 - 1. A bona fide training program;
 - 2. A summer or youth employment program;
 - 3. A work study, volunteer/public service, or internship program;
- F. Co-op employees employed as part of a high school or college co-op program which is part of the employee's educational curricula.
- G. Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.
- H. Temporary or seasonal employees hired by a contractor. For purposes of this policy, temporary and/or seasonal employees are defined as employees hired to augment the regular workforce and are hired for three (3) months or less in the case of a temporary employee or nine (9) months or less in the case of a seasonal employee.

BE IT FURTHER RESOLVED, that a contractor may request a wavier of the provisions of this policy if they believe that the application of the policy to the contractor would violate federal, state, or local laws. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that a non-profit human services agency may request a waiver of the provisions of this policy if they believe that the application of the policy would cause economic harm to the agency in a fashion that would result in the harm created by application of the policy outweighing the benefits of applying this policy. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that this policy shall apply to any contract entered into or renewed after the effective date of this policy.

BE IT FURTHER RESOLVED, that entering an agreement for extension of a contract for a period beyond its original term shall be considered entering a contract for purposes of this policy.

BE IT FURTHER RESOLVED, that this policy shall go into effect ninety (90) days after adoption by the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that it is the intent of the Ingham County Board of Commissioners that the requirement for payment of a living wage as defined in this policy will apply to employees of Ingham County.

COUNTY SERVICES: Yeas: Celentino, Holman, De Leon, Schor
Nays: Severino, Nevin **Absent:** None **Approved 6/17/03**

FINANCE: Yeas: Swope, Dedden, Hertel, Thomas
Nays: Grebner, Minter **Absent:** None **Approved 6/18/03**

EXHIBIT D

ADOPTED - DECEMBER 8, 2015
AGENDA ITEM NO. 8

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

RESOLUTION # 15 - 459

WHEREAS, the Ingham County Board of Commissioners (“Board”) purchases goods and services from a multitude of vendors and contractors; and

WHEREAS, the Board is committed to ensuring impartiality, transparency, professionalism, equal treatment, and the highest standards of conduct with respect to its relationships with all current and potential County vendors; and

WHEREAS, the Board expects that, as a condition for doing business with the County, all vendors, contractors, and subcontractors conduct their business operations and interactions with County employees ethically; and

WHEREAS, the Board has determined that a clear and concise approach is needed to ensure compliance with appropriate standards of conduct.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, a copy of said *Standards of Conduct for Ingham County Vendors* shall be incorporated into the County’s vendor registration process so that vendors are fully informed as to the County’s expectations regarding vendor conduct.

BE IT FURTHER RESOLVED, the Purchasing Department shall include in all solicitations and purchase orders, and legal counsel shall include in all contracts, language requiring compliance with the provisions of the *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, that any County vendor found to violate the *Standards of Conduct for Ingham County Vendors* shall be notified and offered an opportunity to respond. If a violation is found, the Board of Commissioners may preclude further business with that vendor for up to one year or longer.

BE IT FURTHER RESOLVED, that upon effective passage of this resolution, the Board directs the Purchasing Department to issue to all County departments and offices and legal counsel a copy of this resolution.

COUNTY SERVICES: Yeas: Celentino, Koenig, Crenshaw, Banas, Bahar-Cook, Hope, Maiville
Nays: None **Absent:** None **Approved 12/01/15**

Standards of Conduct for Ingham County Vendors

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517)

676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.

EXHIBIT E

Compliance with Ingham County Purchasing Policy

All vendors, as a condition for registering to do business with the County, shall self-certify to the County regarding any violations of environmental, labor, and employment laws and regulations of the State of Michigan or any other regulatory agency, including, but not limited to, the following:

- The potential vendor's history of compliance with labor and employment laws and regulations, including the Workforce Opportunity Wage Act, MCL 408.411 et seq., the Fair Labor Standards Act of 1938, 29 USC 201 et seq., and the National Labor Relations Act, 29 USC 151 et seq.; and
- The potential vendor's environmental track record and sustainability practices, including the potential vendor's history of compliance with environmental laws and regulations such as the Natural Resources and Environmental Protection Act, MCL 324.101 et seq., the Clean Water Act, 33 USC 1251 et seq., and the Clean Air Act, 42 USC 7401 et seq.

All vendors shall notify the Purchasing Department of any subsequent violation of this Policy within ten (10) years after becoming a vendor; failure to do so may result in the vendor being barred from doing business with the County for a period of up to five (5) years.

A local vendor claiming the local purchasing preference in accordance with the Local Purchasing Preference Policy, may not be afforded the preference if it is verifiably proven that the local vendor is found to have violated any provisions of this amended policy.

If it is discovered that a vendor performing work under a contract with the County is in violation of this policy, that vendor shall be found to have committed a material breach of the contract and that vendor shall make restitution payment to the County in the amount of \$500 per day for every day that the violation occurred since signing the contract. Upon being notified in writing by the County of violating this policy, vendors who do not agree to make such restitution shall be barred from doing business with the County for a period of not less than ten (10) years. The vendor may appeal any such decision to the Ingham County Board of Commissioners who shall have the final say in all matters and appeals.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/26/2023

1) Proposer's Legal Name: US Imaging, Inc.

2) Address of Place of Business: 400 S. Franklin Street

City: Saginaw State/Province/
Territory: MI Zip/Postal
Code: 48607

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/
Territory: _____ Zip/Postal
Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

--

4) Dun and Bradstreet number: 03-062-0649

5) Federal I.D. Number: 04-3841775

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [] If yes, please provide details:

Scott Robinson is the owner of both US Imaging and US Archives (FKA File Safe) - both are located at 400 S Franklin Street, staff is shared in some cases but not expenses.

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

US Imaging employees are not permitted to engage in conflicts of interest; disciplinary action may be taken at the discretion of management.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

01/27/2006

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Scott Robinson - Owner, President & CEO
435 Serenity Point Drive
Henderson, NV 89012

1 File(s) uploaded: Disclosure Statement_SR.pdf

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Scott Robinson - Owner, President & CEO
435 Serenity Point Drive
Henderson, NV 89012

- iv) State of incorporation (if applicable);

MI

- v) The number of employees in the firm;

200

- vi) Annual revenue of firm;

18000000

- vii) Summary of relevant accomplishments

US Imaging has served over 993 County Clerk and Recorders by digitizing media and performing image conversion and microfilm creation projects.

- viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: Saginaw Business License 2023.pdf

- B. Indicate number of years in business.

47

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

We partner with the very best scanner manufacturers and software vendors to be able to provide County government with the best possible solutions for their projects.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Kent County Register of Deeds		
Contact Person	Jerome Czaja, Chief Deputy		
Address	180 Ottawa Street		
City	Grand Rapids	State/Province/Territory	MI
Country	US		
Telephone	(616) 632-7630		
Fax #			
E-Mail Address	Jerome.czaja@kentcountymi.gov		

Company	Wayne County Register of Deeds		
Contact Person	Bernard Youngblood, Register of Deeds		
Address	400 Monroe Street		
City	Detroit	State/Province/Territory	MI
Country	US		
Telephone	(313) 224-5856		
Fax #			
E-Mail Address	byoungblood@waynecounty.com		

Company	Erie County Recorder		
Contact Person	Ellen Olsen, Recorder		
Address	247 Columbus Avenue		
City	Sandusky	State/Province/Territory	OH
Country	US		
Telephone	(419) 627-7687		
Fax #			
E-Mail Address	Recorder@eriecounty.oh.gov		

I, Alicia Floyd , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Alicia Floyd , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: US Imaging, Inc.

Electronically signed and certified at the date and time indicated by:
Alicia Floyd AFLOYD@US-IMAGING.COM

Contract Manager

Title

10/26/2023

Date

Disclosure Statement – Closely Held Corporation

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

Principals: (1)
Scott Robinson
Owner, President & CEO
435 Serenity Point Drive
Henderson, NV 89012

Shareholders: (1)
Scott Robinson
Owner, President & CEO
435 Serenity Point Drive
Henderson, NV 89012

DATE 05/24/2023

LICENSE
GENERAL BUSINESS LICENSE

NO. BUS-23-9839

CITY OF
SAGINAW

TO WHOM IT MAY CONCERN:

In consideration of the total sum shown below and paid to the City Treasurer, the City of Saginaw hereby grants on the following:

THE FOLLOWING LICENSE(S):

BUSLIC 10,000 OR MORE SQ FT

BUSINESS

US IMAGING INC.
400 S FRANKLIN ST
SAGINAW, MI 48607

EXPIRES ➤ **05/30/2024**

(surrender of license shall not entitle licensee to any refund)

Issuance of this General Business License does not constitute a release of known or unknown debt owned by the licensee to the City of Saginaw.

Licensee accepts the license(s) herein granted upon the express condition that the same may be revoked by the proper authority under the provisions of the City Ordinances. License is not transferable.

OWNER

ROBINSON, SCOTT
7850 VIA VENTURA CT
LAS VEGAS

NV

89123

Janet Santos

Janet Santos, Saginaw City Clerk

POST IN A CONSPICUOUS PLACE
COPY FOR YOUR RECORDS

US IMAGING INC.

400 S. FRANKLIN ST
SAGINAW, MI 48607

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name	Scott				
Last Name	Robinson				
MI		Suffix			
Address	400 S. Franklin Street				
City	Saginaw, MI 48607	State/Province/ Territory:	MI	Zip/Postal Code:	48607
Country	US				
Position	President				

Scott Robinson, President

performance of the contract.

US Archives, Inc. (FKA File Safe, Inc.) is also owned by Scott Robinson; but it is a separate entity unrelated to this proposal.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

--

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

--

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

--

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Alicia Floyd [AFLOYD@US-IMAGING.COM]

Dated: 10/26/2023 07:42:49 am

Title: Contract Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

1



US IMAGING, INC.

1,000

See Reverse for
Certain Definitions

This is to Certify that

Scott Robinson

One Thousand (1,000)

is the owner of

non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness,

Dated January 27th, 2006

Scott Robinson - President

NONE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/29/2024

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 have **ADDITIONAL INSURED** provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Saginaw Bay Underwriters 1258 S. Washington P. O. Box 1928 Saginaw, MI 48605	CONTACT NAME: Amy Jo List, CIC, CISR PHONE (A/C, No, Ext): 989 752-8600 FAX (A/C, No): E-MAIL ADDRESS: alist@sbuins.com																					
INSURED US Imaging, Inc. US Archives, 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 colspan="2">INSURER A : Travelers Property Casualty</td><td>25674</td></tr> <tr> <td colspan="2">INSURER B : Travelers Indemnity</td><td>25658</td></tr> <tr> <td colspan="2">INSURER C : Travelers Casualty Surety</td><td>31194</td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</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 :		
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 :																						

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ZPP12P09558	02/03/2024	02/03/2025	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						
B	AUTOMOBILE LIABILITY			BA3L343676	02/03/2024	02/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP2N02220A	02/03/2024	02/03/2025	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB9J77939A	02/03/2024	02/03/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N						E.L. EACH ACCIDENT \$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Prof Liability			107778115	02/03/2024	02/03/2025	\$5,000,000/\$25,000Ded
C	Cyber Liability			105511397	02/03/2024	02/03/2025	\$1,000,000/\$10,000Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is Additional Insured with respects to the General Liability. (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



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#CLO210-3146on 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

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



TABLE OF CONTENTS

This RFP contains the following sections:

- 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:

- 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-vvvv-dddddddd-pppp-mmm.TIF 34 total characters in length

yyyy is the recorded year

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

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.

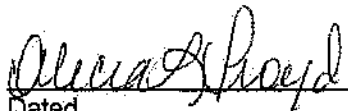
3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, 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 data-bbox="803 483 1404 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1404 483 1541 514">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 514 1404 546">INSURER A : Travelers Property Casualty</td> <td data-bbox="1404 514 1541 546">25674</td> </tr> <tr> <td data-bbox="803 546 1404 577">INSURER B : Travelers Indemnity</td> <td data-bbox="1404 546 1541 577">25658</td> </tr> <tr> <td data-bbox="803 577 1404 609">INSURER C : Travelers Casualty & Surety</td> <td data-bbox="1404 577 1541 609">31194</td> </tr> <tr> <td data-bbox="803 609 1404 640">INSURER D :</td> <td data-bbox="1404 609 1541 640"></td> </tr> <tr> <td data-bbox="803 640 1404 672">INSURER E :</td> <td data-bbox="1404 640 1541 672"></td> </tr> <tr> <td data-bbox="803 672 1404 703">INSURER F :</td> <td data-bbox="1404 672 1541 703"></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 :	
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 :															

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	ADOL SUBR INSR 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 NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	UB9J77939A	02/03/2020	02/03/2021	<input checked="" type="checkbox"/> WC STATUTORY 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 Nassau County Office of the County Clerk 240 Old Country Road Mineola, NY 11501	CANCELLATION 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 
---	--

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 with 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 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.

Appendix C: Proposal



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

Table of Contents

Appendix A – Cost Proposal Form.....	3
Appendix B.....	6
Company History and Qualifications	7
Project Plan.....	8
Facility / Security.....	13
Project Management Team	19
References	20
Business History Form.....	22
Principal Questionnaire Form.....	28
Consultant's, Contractor's and Vendor's Disclosure Form.....	33
Appendix L - Living Wage Law Certificate of Compliance.....	37

**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/prepare**
- If image quality is poor (does not meet the above defined resolutions), county may request use of overhead planetary camera for image using a fiber book. COST: \$0.025 per image to scan**
- 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: \$0.16 per Bound 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: \$0.09 per Mechanical 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: \$0.035 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: \$0.03 per image**
- Remove targets from start/middle/end of reels so images will line up with our provided txt file. COST: \$0.06 per image**
- 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: _____

Alicia Floyd
(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.

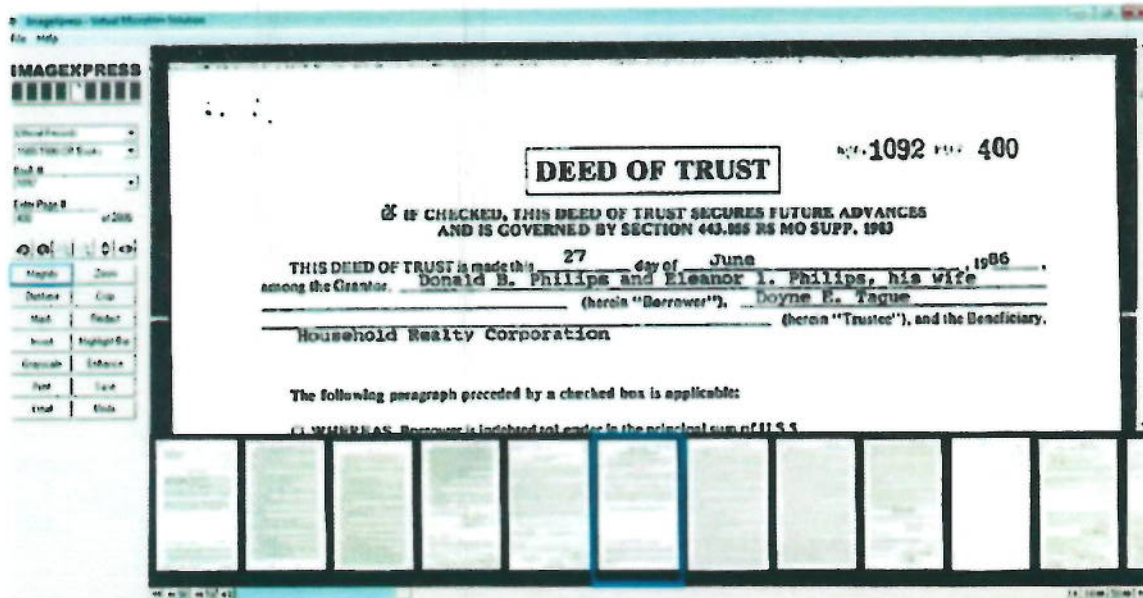
All microfilm will be thoroughly inspected prior to scanning. Each roll will be inspected for ANSI standards of 3' leader, 100 lines of resolution, 0.9-1.2 density and 3' trailer, acetate or polyester base, original or duplicate and secure splices throughout. Leader, splices and trailer will be added 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.

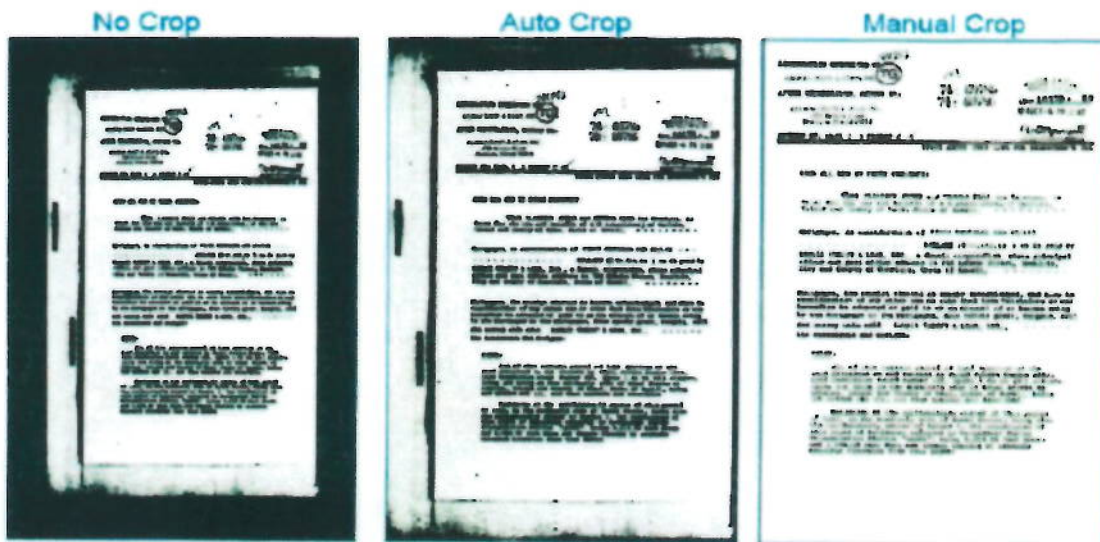
Within 1 month of scanning, the JPEG and TIFF images will be shipped on USB Hard Drives to the County along with an invoice for Stage 1. The County can access JPEG and TIFF images via our *ImageXpress* software program. *ImageXpress* enables the County or the Public to easily access images by the Book 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, skew, 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.



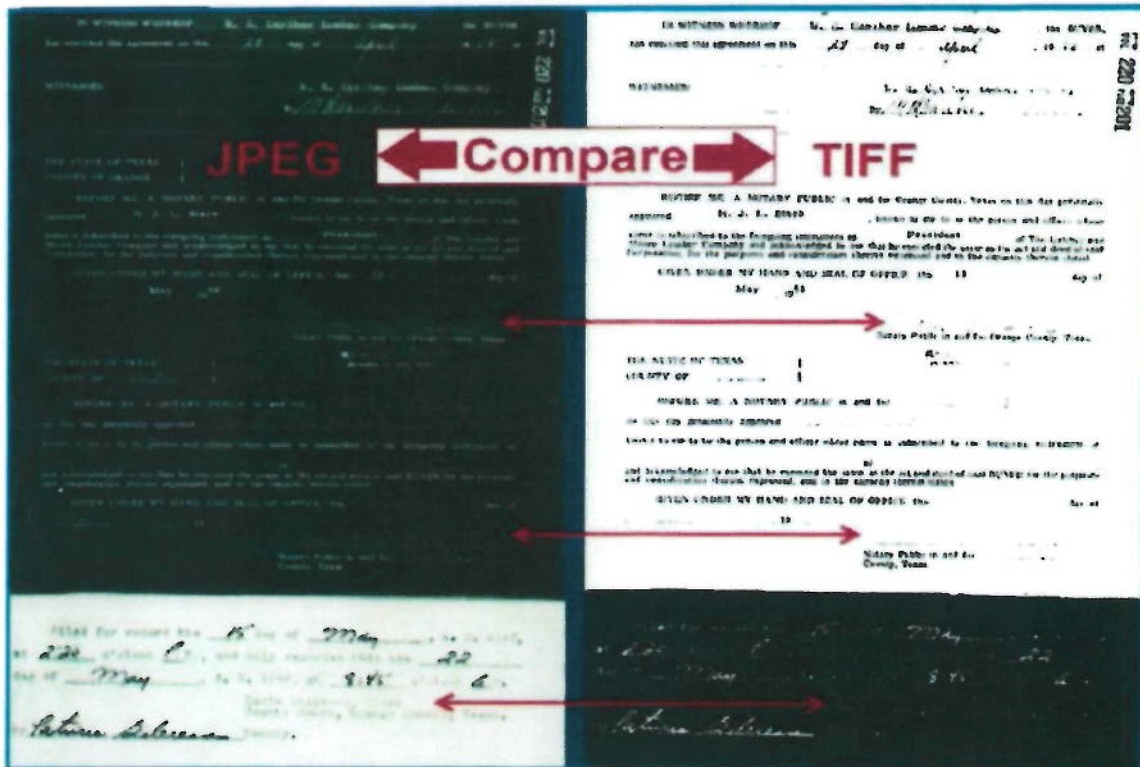
In addition to JPEG and TIFF images, a small pilot will be produced for the County to thoroughly review, approve and request modifications. All images will be inspected, cropped, grouped, indexed and formatted as multi-page TIFF's that can be easily viewed by any imaging viewer.

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

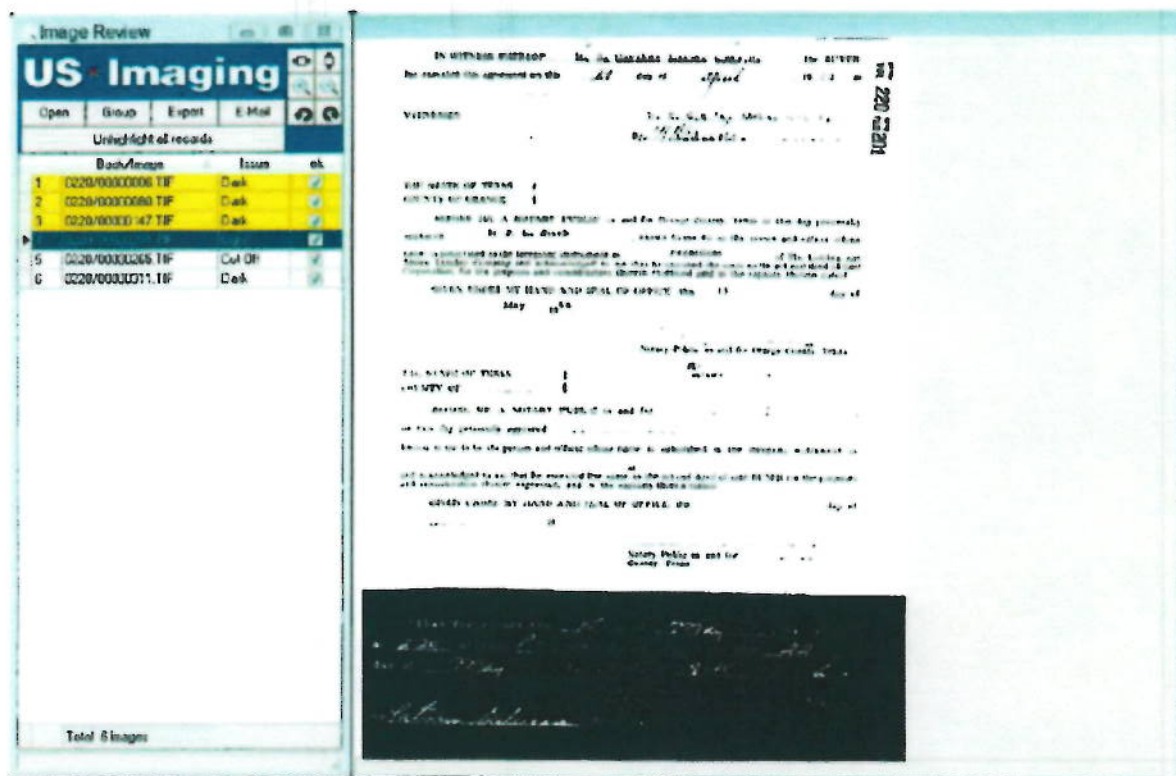
Automatic cropping removes solid black borders that surround the camera copy board and will not remove the white camera copy board background that surrounds the majority of the images. The camera copy board contains shadows, dirt and page alignment targets. **Optional manual cropping** can be performed 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 98% 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-vvvv-ddddddd-dd-pppp-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.

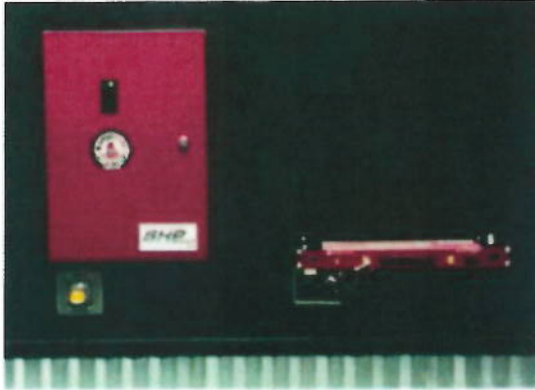
All inventory is stored in 15"x20"x10" archival storage boxes. Each box is labeled with the following information:

- 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.

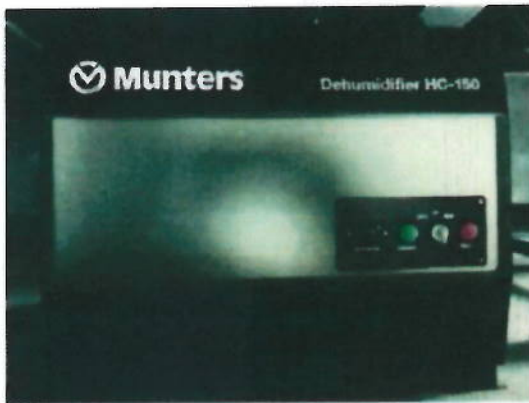
Our storage vault, designed for preservation of microforms, is fireproof and in accordance with the local building code, Fire Underwriter's Regulations and the National Fire Protection Association (NFPA) requirements. US Imaging utilizes an AVTech RoomAlert monitoring system (pictured below) that detects 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.

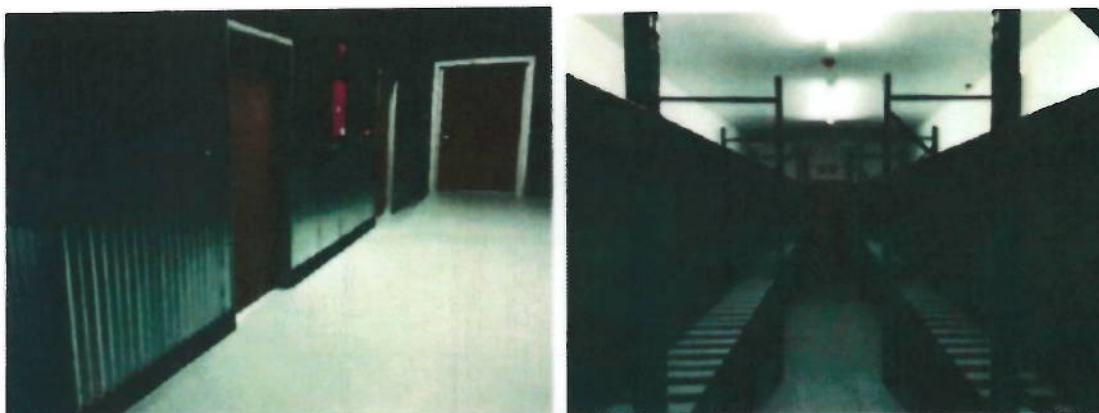
Security

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.

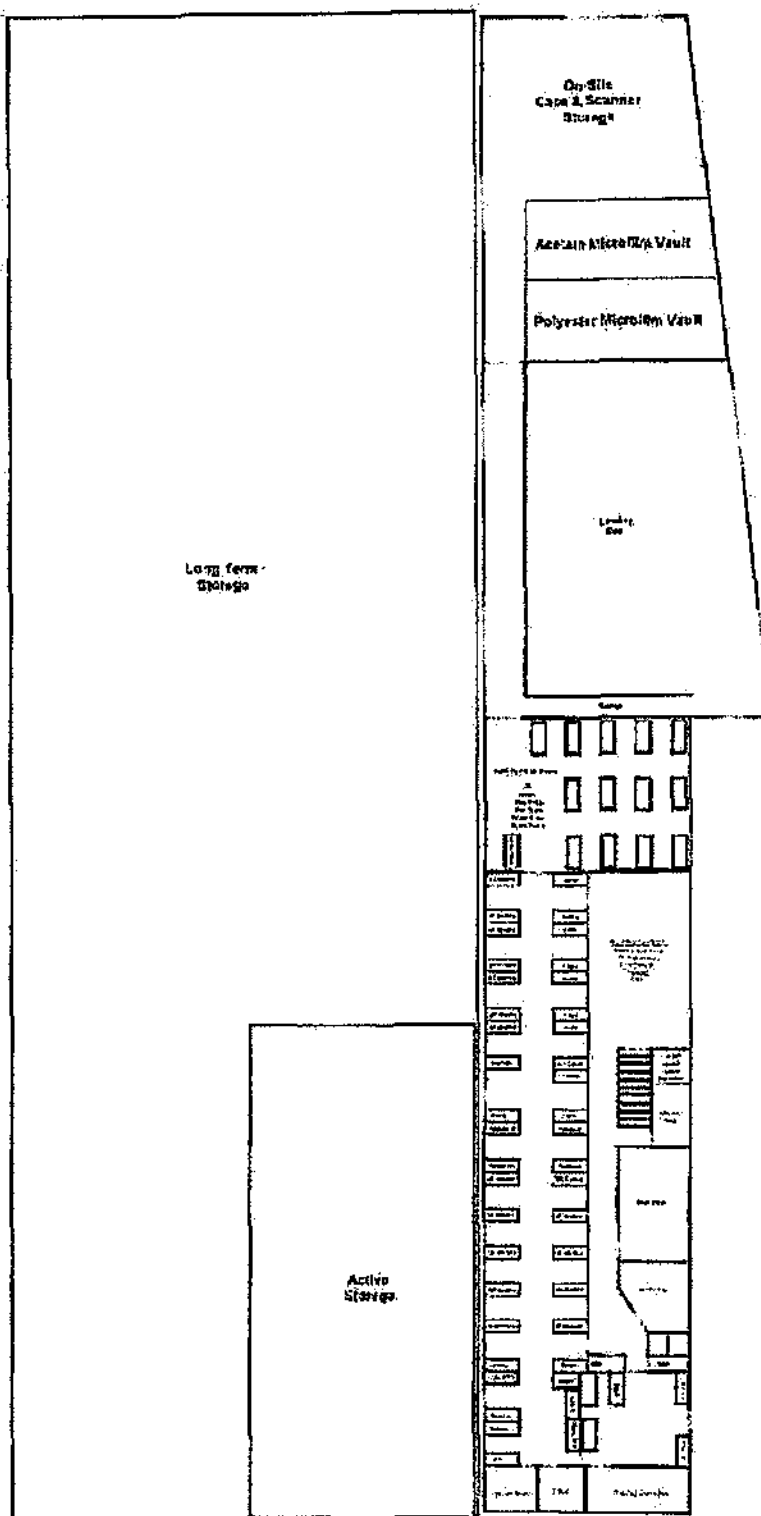
Visitors are visually identified before they are "buzzed" into a locked lobby area and "buzzed" in after showing picture ID and sign confidentiality statements before being escorted anywhere in the facility.

Pest Control

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

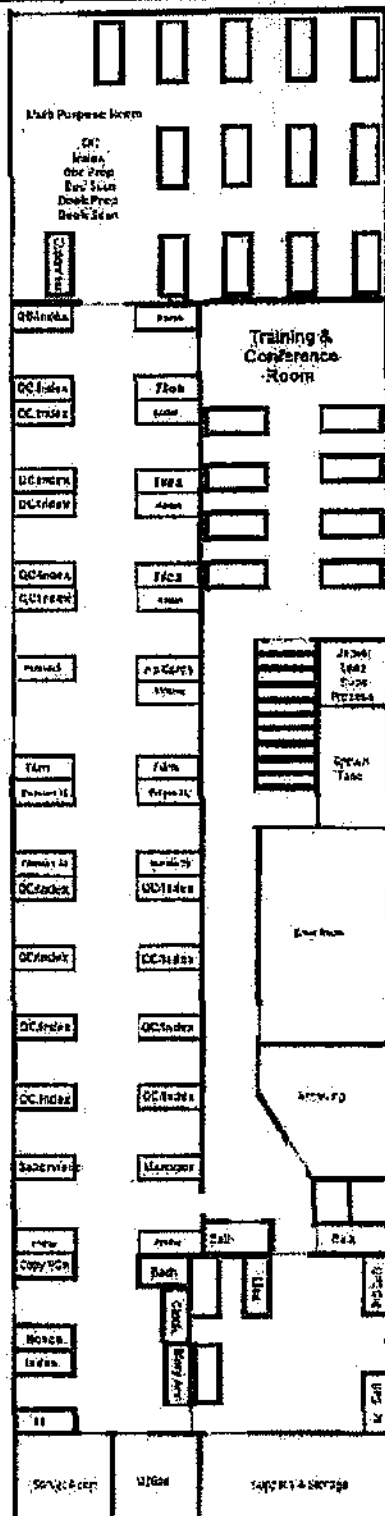
Traps, non-vaporous and contained residual pesticides are used to control pests. Liquid sprays and fogging are not used.

Facility Schematics (Entire Facility)



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

Facility Schematics (Production Area)



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 Dosson – 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
golembiewski@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.