

COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT

THIS AGREEMENT is made and entered into this day 11/01/2005 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and **BMI IMAGING SYSTEMS**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Digital Conversion of Official Microfilmed Records; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$151,605.00** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **11/01/2005**, and shall terminate on **05/01/2007**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed *\$2,500 unless approved by the County.

6.4.a Professional Liability Insurance..... (check box if required)

**Deductibles greater than \$2,500 require Insurance Reduction/Waiver form (Exhibit "C") to be completed.*

6.4.b Maritime Insurance..... (check box if required)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in MARIN County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services covered by this Contract.

20. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Richard Langhals, Assistant Assessor-Recorder
Dept./Location: Assessor-Recorder
P.O. Box C
San Rafael, CA 94913
Telephone No.: 707.499.7296

Notices shall be given to Contractor at the following address:

Contractor: BMI Imaging Systems
Address: 749 W. Stadium Lane
Sacramento, CA 95834
Telephone No.: 916.924.6666

21. ACKNOWLEDGEMENT OF EXHIBITS

CONTRACTOR'S INITIALS

- EXHIBIT A.** **Scope of Services**
- EXHIBIT B.** **Fees and Payment**
- EXHIBIT C.** **Insurance Reduction/Waiver**

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
COUNTY OF MARIN:**

By: _____
BOARD PRESIDENT

CONTRACTOR:

By: _____
Name: _____
Telephone No.: _____

APPROVED AS TO FORM (if standard short form content has been modified):

County Counsel: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

DIGITAL CONVERSION OF OFFICIAL MICROFILMED RECORDS

1.1. Performance Requirements-General

- 1.1.1. BMI shall comply with all applicable standards, rules, regulations, ordinances, statutes, and laws pertaining to the operation of converting official microfilm records to digital images, as may now be in effect or as any of them may be modified or amended from time to time.
- 1.1.2. BMI shall comply with all requirements of this Scope of Services.

1.2. Performance Requirements- Specific

- 1.2.1. BMI shall pick up 2,750 rolls of official microfilmed records beginning with January 2, 1974 through May 1, 1998 located with Vanguard Vaults, 705 North Lake Blvd, Tahoe City, CA 95730.
- 1.2.2. BMI shall convert 16mm microfilmed official records from January 2, 1974 through May 1, 1998, consisting of approximately 4.5 million images.
- 1.2.3. BMI shall single scan the images at a resolution of 300 DPI and convert applicable images into multi-page tifs. All images shall be de-skewed and cropped in a manner that will not affect the information on the documents.
- 1.2.4. BMI shall index the images by the sequential Official Record Series Number.
- 1.2.5. BMI shall deliver images utilizing FTP protocols. In addition, BMI shall provide a digital roll of film along with QC software for multiple work stations
- 1.2.6. BMI's quality control procedures must include a comparison of Input and Output log to confirm that all of the documents contained in each roll of microfilm received from County were converted to digital images and that each image was properly indexed with the correct Official Record Series Number.
- 1.2.7. BMI must have the capability to provide document control and tracking of all steps in the conversion process.
- 1.2.8. BMI must provide an Audit Report cross matching the Marin County Assessor-Recorders (MCAR) index to TIFF images files, showing total images and any exceptions. BMI must provide layout report for approval by MCAR. Audit report must include, but not limited to missing numbers, duplicate numbers, and blurred images.

1.3. **Technical Specifications**

1.3.1. Document Image and Index Storage on Media

a. Converted microfilm images and indexes shall be stored in such a manner that images and indexes can be uploaded to the County's Recorders Information Image Management Systems (RIIMS). Office personnel for their normal day-to-day activities that involve the use of these documents will use the RIIMS system. The Recorder will enter an index value into a search field and the document images will be returned for viewing, faxing, or printing.

b. BMI will store index information and images for uploading to MCAR's RIIMS. Transmittal mode of documents shall be FTPed.

1.3.2. Standards

a. All converted images shall be stored in TIFF format and ITU Group 4 (formally CCITT) compression. No images shall be in color. DPI size will be 300 for all images. All multiple page images should be returned as a multiple page TIFF file. The County will not accept the use of any proprietary technology for storing, formatting, compressing, or indexing the converted images.

b. All images are to be named with the document number (unique identifier):

File Name Examples:

1. **Task 1**

a. 1989-0000945.tif

b. 1995-0029515.tif

2. **Task 2**

For book and page series: The unique identifiers in these instances are the serial numbers. These numbers are found on the first page of each document. They are listed as five digit numbers. The numbers should be preceded by the year as a four digit number followed by sufficient zeroes to make the document number a seven digit number. The images are to be named with the document number (series number) as follows:

YYYY-#####.tif (i.e. 1980-0012345.tif)

- c. The directory structure of the delivered image files should be as follows:
[Document Type]\[Recording Date Year]\[Recording Date Month]

Directory structure examples:

Official Records

OR\1985\March

- d. Format for BMI delivered Image Index files to accompany delivered image files:

An index file(s) should accompany image files from each Task. The index file format will be tab-delimited columns, CRLF delimited records, with no text-qualifier. The minimum elements of the image file indices will be:

Field Name	Size	Type
Document Number	20	Varchar
Document Type	2	Char
File Path	255	Varchar
Filename	255	Varchar

1.3.3. Task Details

Task 1

An export from the RIIMS database will be provided for the Official Records recorded between 01/01/1974 and 04/30/1998. Estimated rows in the index: 955,292.

The index file format will be tab-delimited columns, CRLF delimited records, with no text-qualifier. The minimum elements of the index will be:

Field Name	Size	Type
Document Number	20	Varchar
Recording Date	10	Date (MM/DD/YYYY)
Book	50	Varchar
Page	50	Varchar

Deliverables from BMI will be the Image Files and an index to the Image Files.

Task 2

There is no index data available in the RIIMS database for Official Records recorded January 1, 1974 through April 30, 1998.

The deliverables from BMI will be the 2 Index Files containing keyed document data defined below, the Image Files, and an index to the Image Files. The index file format will be tab-delimited columns, CRLF delimited records, with no text-qualifier.

The keyed document data will be delivered in 2 Index Files for each document type (total of 4). The 2 Index File types are a Document Data Index File, and a Document Name Index File.

The minimum elements of the Document Data index will be:

Field Name	Size	Type
Document Number	20	Varchar
Recording Date	10	Date (MM/DD/YYYY)
Book	50	Varchar
Page	50	Varchar
Document Title	100	Varchar
NumberOfPages		Int

The minimum elements of the Document Name index will be:

Field Name	Size	Type
Document Number	20	Varchar
Name Type	1	char
Name	100	Varchar

1.4. **Monitoring**

1.4.1. The MCAR Project Manager (PM) shall monitor all requirements described herein. If at any time during the term of the agreement, the work does not meet the performance standard, the PM shall write a Contract Discrepancy Report (CDR). The PM will issue the CDR to BMI within five (5) business days of discovering the unsatisfactory performance. BMI shall respond within five (5) business days upon receipt of the CDR issued and correct the discrepancy, at BMI's expense. In addition, the County shall retain 20% of accrued billing until all work is completed on a satisfactory basis.

1.4.2. **Work Quality**

Questions regarding the quality of and direction of work performance will normally be handled between the PM and BMI's Project Manager (CPM). In the event the PM evidences that important work matters are not being properly handled by the CPM or backup Project Manager (BPM) and that previous methods by PM have failed to achieve desired results, County will seek remedies under the Contract.

1.4.3. **Reporting**

a. BMI shall report to MCAR on the ability to reconcile the number of images FTPed and number of images that have been uploaded.

- b. Reports should be sent to Karen Small-Long at ksmall@co.marin.ca.us and Mark Pioli at mpioli@co.marin.ca.us

1.5. **Remedies**

- 1.5.1. When BMI's performance is not in compliance with the requirements of this Scope of Services, PM shall document unsatisfactory performance. The County may, if BMI's performance remains unsatisfactory supported by communication and documentation, terminate this Agreement in accordance to the stipulations of paragraph 13, Termination, of this contract.

1.6. **Security and Control Procedures**

- 1.6.1. BMI shall be responsible for safeguarding any and all County property in accordance with this Scope of Services.
- 1.6.2. BMI shall develop security and control procedures and shall identify methods used to insure that County property is safeguarded at *all* times when in BMI's possession. BMI shall notify the PM of any changes to the security and control procedures within five business days of making changes.
- 1.6.3. BMI will provide the PM with a list identifying the contents of microfilm(s) if lost, stolen or damaged while being transported by BMI and in BMI's possession. County, at County's discretion, may require BMI to reimburse County for any lost, stolen or damaged records.
- 1.6.4. BMI's employees or its agents are prohibited from copying, creating, or duplicating any part of County records in its possession without written authorization from the MCAR. Notwithstanding the above, BMI shall not provide third parties with any information unless authorized by the MCAR.

1.7. **BMI's Project Manager**

- 1.7.1. CPM shall be available to the PM for periodic on-site consulting. Meetings will be held to discuss and resolve problems and/or discuss ideas for improving the conversion of microfilm to digital images services. The CPM or BPM at the very least shall identify methods for preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 1.7.2. CPM shall work with the PM to help resolve any potential areas of difficulty before a problem occurs.
- 1.7.3. CPM and/or BPM shall be available via telephone or pager between the hours of 8:00 AM and 4:30 PM Monday through Friday, excepting legal holidays.
- 1.7.4. CPM or BPM shall respond to all calls regarding BMI's performance within two (2) business days.

1.7.5. CPM or BPM shall have full authority to act for BMI on all Agreement matters relating to the daily operations of the Agreement. CPM or BPM shall be able to effectively communicate in English both orally and in writing.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

DIGITAL CONVERSION OF OFFICIAL MICROFILMED RECORDS

A. PRICING

The following pricing structure summarizes the activities listed in Exhibit A.

<u>TASKS</u>	<u>FEE</u>
1. Boxing microfilm rolls for shipment.	\$ Included
2. Pick up and delivery service.	\$ Included
3. Preparation (\$22/hour for approximately 89 activities).	\$ 1,958
4. 300 DPI scanning of approximately 4,560,100 images @ \$.014/image.	\$ 63,841
5. 100% QC of approximately 4,560,100 images @ \$.01/image.	\$ 45,601
6. Index date entry of approximately 4,560,100 images @ \$.005/image.	\$ 22,801
7. Project management.	\$ 6,500
8. Digital Rolls and QC software.	<u>\$ Included</u>
TOTAL FEES	\$ 140,701
Applicable Sales Tax @ 7.75%	<u>\$ 10,904</u>
TOTAL PROJECT FEES	\$ 151,605

B. TERMS

BMI will invoice on a monthly basis for work completed during the time period. As defined in Exhibit A, paragraph 1.4.1, the County shall retain 20% of accrued billing until all work is completed on a satisfactory basis.