

OPENTEXT

INFORMATION OUTSOURCING SERVICES



City of San Antonio Floodplain Management Review Team

Scope of Work

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Submitted by:

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OpenText Information Outsourcing Services

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Information Technology

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Schedule of Rates

Rates used herein are from the CCG Contract with the Council on Competitive Government Contract No: 920-C1

Item description	Contract Price per Unit
Document Preparation at IOS Facility	\$27.75 per hour
Document Capture Bitonal (Letter/Legal/Small Maps @ 300 dpi)	\$0.033 per image
Document Capture Color (Letter/Legal/Small Maps @ 300 dpi)	\$0.041 per image
Large Format Scanning Maps & Plats at IOS Facility	\$1.10 per map/plat
Manual Keyed Index Fields	\$0.047 per index field
Programming & Technical Support	\$75.00 per hour
Trip Charge	\$65.00 per trip
USB Delivery of Services	\$24.738 per unit
One Time Project Set up Fee	\$2,000.00 per project

Payment terms

Project billed on actual numbers	Project billed monthly	Payment terms are net 30
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Overview of Floodplain Management Review Team Project

The Transportation & Community Initiatives (TCI) desires budgetary pricing for capture/conversion of approximately 17,810 files which contain 171,100, legal, maps and plats within each file. As of this date, Digitizing SWRT Archive Files, Quote # 20140930-04 represents the initial year of the project.

These files will be imported and made available in the City of San Antonio's FileNet platform.

Project Summary

OpenText Inc. Information Outsourcing Services (IOS) will provide document conversion services (the "Services") on the above detailed conversion projects at our facility in San Antonio. Services include: Document Preparation, Document Capture, Data Entry and Quality Assurance Controls, Project Set Up and Document Transportation.

Document Tracking

IOS shall provide document conversion services that include onsite pulling files, boxing files and inventorying files for pickup. Offsite services include document preparation, document capturing, document indexing, and quality control. The Work Plan process identified in the upcoming section shall consist of an excel report that includes, but is not limited to, box number, File ID, number of pages scanned and invoice number (see sample report (Attachment A)).

The following information shall be required in a report at the following steps:

- Pick up: Box number, File IDs in each box

- Drop off: Box number, File ID's, in each box

- Scanning: Number of pages scanned per File ID and number of File IDs electronically delivered (IOS to provide)

- Acceptance: TCI will conduct quality control review of files scanned and delivered and either report any issues or approve the work for invoicing. (TCI to provide)

- Invoice: Should match the number of pages scanned by File ID as reported and accompanied by above acceptance confirmation (IOS to provide).

Work Plan

- IOS will capture and validate a pilot for this project to ensure proof of concept and TCI approval before starting at full production.
- TCI will provide access to all documents under this project, as well as, direct which project to capture first and the order of files, maps, plats, documents during the project.
- File pull requests will be fulfilled within four hours during normal business hours using OpenText Managed File Transfer (MFT).
- IOS shall not, under any circumstances, attempt to intentionally or unintentionally, destroy files and IOS is responsible to return the number of files to TCI in the same condition that they were picked up in. For files that are spiral bound, books, or other bound material IOS will place in a rubber band or large clip.

Document Preparation

Document preparation includes the following tasks:

- Removal of fasteners (staples, accos, clips, etc.)
- Best effort to repair torn or damaged maps
- Unfolding of overlapped corners
- Overlapped papers are removed from their backing sheet. IOS tapes them onto a sheet or uses a carrier jacket so information is correctly and legibly captured

Document Capture

Tasks performed at capture include:

- All paper and maps scanned at 300dpi bitonal or color single page tiff.
- Image controls used for image cleanup. Border removal, Streak removal, De-speckling, and De-skewing.

Document Indexing

Tasks performed at indexing include:

- IOS will manually key File ID # for each file. An estimated 198 images per file is being used for this SOW.
- TCI to provide a database which provides all other indexing criteria for files; which are File ID and File Name.

Quality Control

IOS operators compare image to paper files and to image for quality variance for the following:

- All images that are below the acceptable quality are re scanned for the best image possible.
- Misidentification and indexing corrected in the QC phase.

- Final quality assurance count delivered compared against document count received
- Scientific statistical sampling is performed on each day's production, metrics are compiled for operator performance and quality

Transportation

IOS shall be responsible to pick up and deliver documents from the TCI designated facility which is located at 1901. S. Alamo Street, San Antonio, Texas 78204.

Schedule

IOS shall prepare a 6 month schedule with dates/frequency of file pick-up and delivery; the first schedule shall be delivered to TCI within 10 business days of contract award and prior to picking up any files to scan. The schedule is subject to approval by TCI and is subject to change; however, any changes will be mutually agreed upon in advance and in writing. Services will not be scheduled or performed during the following dates:

IOS Holidays

IOS holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day.

City of San Antonio Holidays

City of San Antonio holidays are: New Years Day, Martin Luther King's Birthday, Fiesta San Jacinto Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day. Additionally, City offices close from December 24-January 2 for Winter Holiday.

Acceptance Process and Criteria

IOS shall be responsible to complete Attachment A which will be used to confirm acceptance of work by TCI. IOS shall allow TCI at least 7 business days to accept delivery of electronic files. In the event that an issue is found, TCI will report the finding to IOS and IOS is responsible to correct the issue within 7 business days. IOS shall include acceptance with all invoices, unless TCI has not responded with an acceptance of delivery or issues found within 7 business days after delivery.

Scanning Accuracy

IOS shall be responsible to ensure scanning accuracy that meets or exceeds the following criteria:

- IOS shall ensure that 100 percent of the images are as readable as the original document. IOS will use Image controls for image cleanup to insure the best possible image is delivered. This includes border removal, de-speckling, and de-skewing.
- IOS shall ensure that maps/plats are scanned in their entirety; an image capture is not complete if it is missing seals, notes, stamps, etc.
- Images must be indexed at 100 percent with 98 percent accuracy.

Invoicing

IOS shall not invoice TCI for work performed until all acceptance criteria for these particular deliverables have been met and the deliverables have been formally accepted by TCI unless TCI has not responded with an acceptance of delivery or issues found within 7 business days after delivery.

- TCI shall review each invoice for contract compliance and completeness. If TCI determines that an invoice is not acceptable under the provisions of the contract resulting from this SOW or is otherwise incomplete, IOS shall correct any deficiencies before the City will process the invoice for payment.
- IOS shall provide additional information and/or documentation as the City may reasonably require. IOS shall respond to a City's request for additional information and/or documentation to support payment within 3 business days of receipt to ensure timely payment.
- **Billing at Contract Conclusion**, Upon conclusion of the contract and in the event final acceptance measures are not complete, IOS shall allow TCI sufficient time (not to exceed 30 days) to perform final review of all pending files. After the final review is complete, TCI shall notify IOS to invoice TCI for the final balance due and perform closure of the contract.

Staffing

IOS shall retain a specifically identified Project Manager for the term of the contract resulting from this SOW. IOS Project Manager shall coordinate all activities with the designated City Project Manager.

Document Retrieval

In rare cases, TCI may have a need to retrieve files that have been picked up by IOS for scanning. In such instances where TCI needs to retrieve a map/plat from IOS, IOS should ensure that the City can retrieve the associated electronic version of the file(s) within 2 business days.

OpenText Responsibilities

1. IOS is responsible for managing and completing the Services as described above in this Statement of Work. Any changes to this Statement of Work may increase the length of time it will take to complete this project and/or increase the cost of this project.
2. IOS is responsible for providing personnel as required to complete the Services.
3. IOS is responsible for providing all software and procedures not specifically referenced that are required to complete the Services; which includes the following:
 - a. Capture equipment and software for document/plan conversion.
 - b. Secure storage for images and metadata project term.
 - c. Turnaround all work on a predetermined basis as agreed upon with TCI.
4. IOS will manage the throughput of Services so as to not run over the Purchase Order amount provided by TCI.
5. Provide USB drive for each monthly delivery for TCI to QC images for approval by month end or 7 business days.

6. With each delivery IOS will return the TCI provided Attachment A (the detailed electronic inventory listing) notating any missing files. TCI may use this same inventory list to provide feedback to IOS on exceptions or rejected images.

TCI Responsibilities

1. TCI to provide continued representation during the term of this project.
2. Provide feedback to each delivery on the Attachment A (noted above under OpenText Responsibilities, item 6) any rejected images or exceptions to each delivery.
3. Accept images for approval on each USB Drive delivery within 7 days of having access to images.

Change Management Process

On a go-forward basis, changes to this Statement of Work will be provided in writing to Bo Bowman or Catherine Drolet from IOS. Statement of Work changes will only be allowed from the following TCI personnel:

Daniel Aguilar | David Keown

IOS will implement mutually agreed upon changes within 72 hours of receipt of written change request. In the event the change requires retroactive changes to completed files, the time required to make the changes to the completed files will be billed at a rate of \$27.75 per hour.

Additional Provisions

1. The City may request that IOS perform tasks not directly specified in this Statement of Work but that are within its general scope in order to implement regulatory or legislative changes, or to address missed requirements. The authorization to acquire these additional services will be at the sole discretion of the City. In the event the City elects to exercise this option, the City shall provide IOS the requirements and IOS shall provide proposed pricing for the additional services. The City has the option to accept or reject these additional services from IOS and refine the requirements. Any changes to the Statement of Work can be made only in writing (hard copy or through email requests) and signed by authorized representatives of TCI and IOS, and will thereupon become part of this Statement of Work. Any such changes may increase the price or lengthen the schedule for this project. Any additional services must be quoted in accordance with the pricing and services authorized in CCG contract # 921-C1.
2. Unless otherwise stated herein, the work described in this Statement of Work is to be performed during IOS's scheduled production shifts, excluding City of San Antonio and IOS holidays. Scheduled production shifts are Monday through Friday, 8:00 a.m. to 5:00 p.m. Any services required outside of IOS's scheduled production shifts must be agreed to by IOS and TCI in advance.
3. This Statement of Work is governed by the CCG Contract No 920-01 awarded to Open Text Inc. ("Open Text") by the Texas Council of Competitive Government ("CCG Contract"). Notwithstanding anything to the contrary in the CCG Contract, the City of San Antonio Floodplain Management Review Team and Open Text agree to the following:
 - A. Limitation of Liability
 - i. DISCLAIMER OF DAMAGES / LOSSES. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER

OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING IN NEGLIGENCE) FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, NOR FOR LOSS OF PROFITS, LOSS OF REVENUE, INTERRUPTION OF BUSINESS, LOST OR DAMAGED DATA, OR COSTS OF REPROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING.

ii. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER OR IN CONNECTION WITH THE CCG CONTRACT OR THIS SOW EXCEED THE AMOUNT OF FEES PAID BY THE CITY OF SAN ANTONIO (DSD) UNDER THIS STATEMENT OF WORK, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

B. Warranty

- i. Limited Warranty. Open Text warrants that the services provided hereunder ("Services") will be performed using reasonable skill and care consistent with generally accepted computer software industry practices ("Services Warranty").
- ii. DISCLAIMER. OTHER THAN THE EXPRESS SERVICES WARRANTY SET OUT ABOVE, OPEN TEXT DISCLAIMS ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES RELATED TO TITLE, COMPATIBILITY WITH SOFTWARE OR HARDWARE, NON-EXISTENCE OF ERRORS, NON-EXISTENCE OF VIRUSES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- iii. Warranty Claims. In order to receive warranty remedies under the Services Warranty, warranty claims must be reported by DSD to Open Text in writing within thirty (30) days of the delivery of the related Services. Any modification of the Services not authorized by OT will cause immediate termination of the Services Warranty with respect to the modified Services.
- iv. Warranty Remedy. DSD's sole and exclusive remedy with respect to the Services Warranty will be that Open Text shall correct the breach of the Services Warranty within a commercially reasonable period of time. At Open Text's discretion, Open Text may elect to instead issue a refund of the fees allocable to the portion of the Services which do not satisfy the Services Warranty.

Acceptance and Authorization

The signatures below constitute acceptance of this Statement of Work and the following attachments:

Quote 20140930-04 which details the total estimated project costs; as well as the pricing milestones for this project. (Council on Competitive Government pricing schedule is used for the foundation of this pricing quotation).

Specifically the sections below are reiterated from the Council on Competitive Government schedule and made a part of this SOW:

B.7.9 Independent Vendor

The Contract must not render the Vendor an employee, officer, or agent of the CoSA for any purpose. The Vendor is and must remain an independent vendor in relationship to the CoSA. The CoSA must not be responsible for withholding taxes from payments made under the Contract. The Vendor must have no claim against the CoSA for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

B.7.10 No Assignment by Vendor

The Vendor must not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the CoSA.

B.7.11 Indemnification and Liability

The Vendor must defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and the CoSA, its officers, and employees and vendors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of the Vendor or any agent, employee, subcontractor, or supplier of the Vendor in the execution or performance of the Contract. The Vendor must coordinate its defense of any claims with the Texas Attorney General as requested by the CoSA. This section is not intended to and must not be construed to require the Vendor to indemnify or hold harmless the State of Texas or the CoSA for any claims or liabilities resulting from the negligent acts or omissions of the CoSA or its employees.

B.7.12 Vendor Liability for Damage to Government Property

The Vendor must be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Vendor and its employees, agents, subcontractor, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Vendor must notify the CoSA Contract Manager in writing of any such damage within one (1) calendar day.

The City of San Antonio (TCI)

Name:

Title:

Signature: _____

Date: _____

OpenText

Name: Chuck Barnett

Title: VP, Information Outsourcing Services

Signature: _____

Date: _____

OpenText

10537 Gulfdale Drive, San Antonio, TX 78216

Phone (210) 826-5501 Fax (210) 826-5819

<http://www.opentextbpm.com>**OPENTEXT**

Name City of San Antonio - Transportation and Community Initiatives (TCI)

Address _____

Address _____

City _____ State/Zip Texas

Phone _____ Fax _____

Contact - Email -

Salesperson Cathy Drolet

Date 9/30/2014

Quote Ref. 20140930-04

Phone (210) 826-5501

Fax (210) 826-5819

Email cdrolet@opentext.com

Year One - Digitizing SWRT Archive Files

Units	Description	Catalog #	Unit Price	TOTAL
	Estimate 3,105 files/621,035 images			
52	File Puller, Boxing, and Inventory Electronic Inventory as a deliverable with each box and entire project.	PREP	\$27.75	\$ 1,443.00
1,567	Document Preparation * Estimate an average of 400 papers per hour	PREP	\$27.75	\$ 43,484.25
534,000	Document Scanning Legal/Letter Size Papers * Scan at 300 DPI bitonal	SCAN	\$0.033	\$ 17,622.00
58,000	Document Scanning Legal/Letter Size Papers * Estimate 10% color pages * Scan at 300 DPI Color	SCAN	\$0.041	\$ 2,378.00
29,035	Document Scanning Large Size Papers * Scan at 300 DPI bitonal or color as needed	SCAN	\$1.100	\$ 31,938.50
621,035	First Quality Assurance Step of Each Image after Scanning * Included in scan price	1-QA	\$0.000	\$ -
3,105	Keyed Index Field * Manually key File ID * Autofill Name from database provided by City	Field	\$0.0470	\$ 145.94
621,035	Final Quality Assurance Step of Images and Index Data * Included in scan charge	2-QA	\$0.000	\$ -
11	Delivery of final images and metadata on USB Drive * Estimate 60 deliveries over 5 years * Deliver single page tiff files	USB	\$24.75	\$ 272.25
1	Project Analysis, Application Design, Testing, and Pilot * This is a one time fee	Project	\$2,000.00	\$ 2,000.00
11	Pickup and Return * Pickup and delivery monthly for 5 years	R/T	\$65.00	\$ 715.00
	Council on Competitive Government (CCG) Pricing Contract Number No: 920-C1			
	TOTAL			\$ 99,998.94
	Special Notes: **These are estimate only. Billing will be on actual numbers.			

Signature: _____

Payment Terms: Net 30

Signature: _____