OPENTEXT

City of San Antonio
Development Services Department
for Fiscal Year 2014-2015
Scope of Work

March 16, 2015

Submitted by:

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Schedule of Rates

Rates used herein are directly 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 at IOS Facility (Letter/Legal/Small Maps @ 300 dpi)	$0.033 per image
Large Format Scanning Plan Sheets at IOS Facility (AP# field included in scan price)	$1.10 per plan sheet
Document Indexing – Manual Key (Additional Index Fields)	$0.047 per index field
Programming & Technical Support	$75.00 per hour
Trip Charge	$65.00 per trip
USB Delivery of Services	$25.00 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 Development Services Fiscal Year 2014-2015 Capture/Conversion for 270,685 Plan Sheets (large scale sheet)

The Development Services Department (DSD) desires pricing for capture/conversion of 270,685 plan sheets for Fiscal Year 2014-2015. The plan sheets consists of multiple pages/sheets with each plan set consisting of an average of 51 sheets per plan. Plan Sheets Conversion Quote 20150316-02 is attached in the amount of $311,024.57. This quote reflects a per plan sheet cost of $1.1419 per plan sheet (not including project setup fee of $2,000).

These plan sheets 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 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, AP#, 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, AP#'s and number of large scale files picked up (DSD to provide)

- Drop off: Box number, AP#'s, number of large scale files dropped off (IOS to provide)

- Scanning: Number of pages scanned per AP# and number of files (AP#'s) electronically delivered (IOS to provide)

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

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

Work Plan

- IOS will capture and validate a pilot for each project to ensure proof of concept and DSD approval before starting at full production.

- DSD will provide access to all documents under this project, as well as, direct which project to capture first and the order of plan sheets and documents during the project.

- DSD will provide accordion file folders for use during this project.

- IOS will place box number on outside of accordion file folder. Place project number on a label of the section within the accordion that has the papers from that project.

- IOS will not scan letter or legal size papers associated with plan sheets and will return to DSD. IOS

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will leave papers taped or stapled.

- Drawing requests will be fulfilled within four hours using IOS 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 DSD in the same condition that they were picked up in.

Document Preparation

Plan sheet preparation includes the following tasks:

- Removal of fasteners (staples, bindings, clips, etc.)

- Best effort to repair torn or damaged plan sheets

- 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

- Removal of loose paper from project plans and returning in DSD provided accordion file folders with labeling to include box number and project number

Document Capture

Tasks performed at capture include:

- All plan sheets scanned at 300dpi bitonal multipage tiff.

- Image controls used for image cleanup. Border removal, Streak removal, De-speckling, and De-skewing.

- "Red line" plan sheets or plan sheets with color will be captured in color.

- Scan back of the drawing if it has a stamp or other writing on the back.

Document Indexing

Tasks performed at indexing include:

- IOS will manually key AP# for each plan sheet which is taped to the roll of drawing and may be up to 11 characters. A drawing set may be from 5 to 300 drawings.

Quality Control

IOS operators compare image to plan sheet and data to image for quality variance for the following:

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

- All images that are below the acceptable quality are re rescanned 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

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Transportation

IOS shall be responsible to pick up and deliver documents from the DSD 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 DSD within 10 business days of contract award and prior to picking up any files to scan. The schedule is subject to approval by DSD 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 DSD. IOS shall allow DSD at least 7 business days to accept delivery of electronic files. In the event that an issue is found, DSD 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 DSD 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 plan sheets 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 DSD for work performed until all acceptance criteria for these particular deliverables have been met and the deliverables have been formally accepted by DSD unless DSD has not responded with an acceptance of delivery or issues found within 7 business days after delivery.

- DSD shall review each invoice for contract compliance and completeness. If DSD 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 remedies are pending or final acceptance measures are not complete, IOS shall allow DSD sufficient time (not to exceed 30 days) to perform final review of all pending files. After the final review is complete, DSD shall notify IOS to invoice DSD 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, DSD may have a need to retrieve documents that have been picked up by IOS for scanning. In such instances where DSD needs to retrieve a plan sheet 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 DSD.

4. IOS will manage the throughput of Services so as to not run over the Purchase Order amount provided by DSD.

5. Return loose paper from plans in DSD provided accordion file folders with labeling to include box number and project number with each delivery/return.

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6. Provide USB drive for each monthly delivery for DSD to QC images for approval by month end or 7 business days.

7. With each delivery IOS will return the DSD provided Attachment A (the detailed electronic inventory listing) notating any missing files and any drawing that were of such a poor quality that IOS was not able to provide an acceptable image from. DSD may use this same inventory list to provide feedback to IOS on exceptions or rejected images.

DSD Responsibilities

1. DSD to provide continued representation during the term of this project.

2. Provide OpenText with accordion file folders for removal from project and delivery back to DSD.

3. Provide feedback to each delivery on the Attachment A (noted above under OpenText Responsibilities, item 7) any rejected images or exceptions to each delivery.

4. 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 DSD personnel:

James Flood | 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 DSD 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 at the most favorable price or in accordance with the pricing and services authorized in CCG contract #   920-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 DSD in advance.

3. This Statement of Work is governed by the CCG Contract No 920-C1 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 Development Services Department ("DSD") and

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Open Text agree to the following provisions, which shall govern over any conflicting terms:

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.

C.   Notwithstanding anything to the contrary in Section 8.5.2 of the CCG Contract, Open Text 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, reasonable costs, damages, and liabilities, including without limitation reasonable attorneys' fees and court costs, arising directly out of or resulting directly from any negligent or willful acts or omissions of Open Text or any agent, employee, subcontractor, or supplier of Open Text in the execution or performance of the Contract. Open Text 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 Open Text 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.

Acceptance and Authorization

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

Quote 20150316-02 which details the pricing 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 RFP 920-C1 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 City of San Antonio Contract Manager in writing of any such damage within one (1) calendar day.

The City of San Antonio (DSD)   **Open Text Inc.**

Name: Name: Chuck Barnett

Title: Title: VP, Information Outsourcing Services

Signature:_____   Signature:_____

Date:_____   Date: _____

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Name	City of San Antonio - Development Services		Salesperson	Cathy Drolet
Address	Plan Sheets Conversion		Date	3/16/2015
Address	Development Services		Quote Ref.	20150316-02
City		State/Zip Texas	Phone	(210) 826-5501
Phone		Fax	Fax	(210) 826-5819
Contact	-	Email -	Email	cdrolet@opentext.com

Plan Sheets Conversion

Units	Description	Catalog #	Unit Price	TOTAL
	Estimate 270,685 plan sheets			
271	**Document Preparation** * Estimate an average of 1000 plan sheets per hour	PREP	$27.75	$ 7,520.25
89	**Document Preparation (Filing of Small Papers)** * Estimate an average of 2800 plan sheets per hour	PREP	$27.75	$ 2,469.75
270,685	**Document Scanning**	SCAN	$1.100	$ 297,753.50
270,685	**First Quality Assurance Step of Each Image after Scanning** * Included in scan price	1-QA	$0.000	$ -
270,685	**Keyed Index Field** * AP # field included in scan price * Each additional index field at $.045 per field	Field	$0.0000	$ -
270,685	**Final Quality Assurance Step of Images and Index Data** * Included in scan charge	2-QA	$0.000	$ -
15	**Delivery of final images and metadata on USB Drive** * Estimate 2,000 plan sheets per USB	USB	$24.738	$ 371.07
1	**Project Analysis, Application Design, Testing, and Pilot** * This is a one time fee	Project	$2,000.00	$ 2,000.00
14	**Pickup and Return** * Pickup and delivery of boxes	R/T	$65.00	$ 910.00
	Council on Competitive Government (CCG) Pricing Contract Number No: 921-C1			
	TOTAL			$ 311,024.57

Special Notes:
These are estimate only. Billing will be on actual numbers.

Signature: _____

Payment Terms: Net 30

Signature: _____