

R-328-2008



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May 19, 2008

Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: #105-2008 Document Imaging Provider

Please accept this proposal in response to the Invitation to Bid for Document Imaging Provider.

VeBridge is a knowledge management company that delivers a range of document management services from point-of-origin through archival. As an authorized Liberty IMS Service Bureau, we can deliver the most current technological solutions in the native Liberty IMS format to Lexington-Fayette Urban County Government (LFUCG) at the lowest cost with the least risk. VeBridge is also able to delivery in Worldox format, image-only and full-text PDF, TIFF with delimited file and many other custom formats as required by LFUCG.

VeBridge has been under contract with LFUCG as a Document Imaging Provider for two years and has consistently delivered high-quality work in a timely, cost-effective manner. Departments served include Revenue, Human Resources and Law.

VeBridge respectfully requests the right to review all responses submitted for the above bid.

Thank you for your time and consideration.

Sincerely,

Thomas Musgrave
Senior Account Executive
VeBridge

Quote Requirements:

Item 1: Confidentiality Agreement

VeBridge is currently under a Confidentiality Agreement with the Lexington-Fayette Urban County Government (LFUCG) and is prepared to extend this agreement.

During the course of two engagements with LFUCG, VeBridge has had each employee who was working on the LFUCG Revenue project sign Confidentiality Agreements, including appropriate legal penalties for failure to comply. It is VeBridge's intent to implement this additional safeguard if awarded this project.

Item 2: Professional History and References

VeBridge was formed in Lexington, KY in 1998 and has been serving clients in Kentucky and throughout the United States with imaging services, software and both technical and document management consulting services. VeBridge has been an authorized Liberty IMS Service Bureau, Reseller and Support agent since January of 1999. VeBridge is the only authorized Liberty IMS Service Bureau in Kentucky.

VeBridge began its association with LFUCG when it was awarded a 750,000 page Department of Revenue backfile capture project in August of 1999. The work was completed at the level of quality that met or exceeded all standards of the project. Additionally, the project was completed on schedule. All images and indexes were delivered in Liberty IMS format. Beginning in 2004, VeBridge became the primary Liberty IMS support and maintenance agent for LFUCG and has provided additional services under contract throughout the years. VeBridge was awarded the LFUCG Document Imaging Provider contract (#73-2006) in 2006 and has been delivering imaging services in a variety of formats for two years.

VeBridge operates multiple Kodak scanning stations and possesses large format scanning capability through an Océ Colour System. VeBridge employs up to 40 employees during periods of peak performance and can flex staff and resources quickly to accommodate service requirement spikes by our clients. With over 100 clients with diversified service requirements and frequency, VeBridge is able to absorb service level spikes easily with existing staff and resources.

VeBridge is located one block from City Hall in a secure office space. All access to the space is controlled via coded access doors. Visitors to the location are managed using log-in sheets and numbered visitor's badges on an escort-only basis. Numeric locks control access to VeBridge's office space, which is monitored via video camera 24X7. Video cameras also monitor all activities that occur with client documents in the document holding areas and the Operations department. Due to the technology associated with cell phones, cell phones are prohibited from areas with access to client materials.



References

Bluegrass Family Health (Liberty IMS User)
Allison Serafini, Project Manager
651 Perimeter Drive, Suite 300, Lexington, KY 40517
Phone: (859) 268-5379

Tempur-Pedic (Liberty IMS User)
Heidi Coffee, Retail Customer Service Supervisor
1713 Jaggie Fox Way, Lexington, KY 40511
Phone: (859) 514-4630

Jim Beam Brands
Chris Young, Director, Human Resources
526 Happy Hollow Road, Clermont, KY 40110
Phone: (502) 543-2221

Item 3: Full Custody Procedures

Boxes are picked up by a bonded courier. LFUCG will place bar-coded identification labels (provided by VeBridge) on the end of each box. A receipt for pick-up is signed by a LFUCG authorized contact. Upon arrival, the boxes are logged on a tracking sheet as they are unloaded at VeBridge's offices, located at 300 East Main Street, Suite 201, Lexington, Kentucky, 40507. Each stage of the transformation of the documents to digital images is tracked and managed through a combination of project management tools and Operations personnel and management. Upon completion, VeBridge will return the documents to the appropriate department of the Lexington-Fayette Urban County Government, unless directed to deliver the boxes to an alternative site, at which point VeBridge will deliver the processed boxes to an alternate location as instructed. VeBridge will provide a manifest of the boxes being delivered to either the Lexington-Fayette Urban County Government or their designated alternate location and will require signature accepting the delivery of those boxes indicated on the manifest.

In order to ensure the project is delivered on time and the timing requirements stated in this response are met, LFUCG must make a minimum number of boxes available to VeBridge on a defined schedule, both of which will be agreed upon on a project-by-project basis by LFUCG and VeBridge at the Project Initiation Meeting held at the start of the project.

VeBridge will perform the following procedures:

Methodology and Controls

- **Project Initiation and Planning**
VeBridge applies best practices associated with document imaging and indexing in all new and existing projects. The methodology and controls are described herein:
 - Upon initiation of any project, a Project Initiation Meeting is scheduled between the client and VeBridge. The Project Initiation Meeting will include VeBridge and

key staff members of the appropriate LFUCG departments. The agenda for this meeting includes evaluation of project requirements, determining project timelines, confirming responsibilities of key individuals, establishing designated client contacts, discussion of quality assurance procedures and pick-up and delivery schedules. Additionally, discussion will be held and decisions made relative to the overall document preparation and indexing needs for each project. A resulting project specification document is created documenting each project's requirements. This document will include detailed steps as it relates to delivery of documents, document preparation activities including specific knowledge/decision making requirements, indexing, scanning and configuration, output and box disposition. VeBridge and Client will work through an iterative process to fine-tune the project specifications until it accurately reflects the procedures required to properly transform the paper documents to digital format.

- VeBridge's project manager will create project specific documentation and will perform a project turnover to VeBridge Operations team, which includes project training for document preparation, scanning, indexing, output, and other associated tasks.
- The Production Supervisor, in accordance with the project specifications defined by the client and VeBridge Project Manager, will configure scanning and indexing software parameters. VeBridge will perform quality assurance steps to ensure that the project is configured properly.
- Upon satisfactory review and measurements indicating staff are properly trained and the project is configured properly, VeBridge Project Manager will approve the project for processing. Continuous review and evaluation of staff and project configuration occurs on a regular basis by the Production Supervisor and the Project Manager.
- Points of contact will be established for day-to-day operation of each project to ensure adequate response time. If questions develop that need additional research or verification, VeBridge's Project Manager or the Production Supervisor will contact the appropriate client contact identified for each project. That contact will work with VeBridge staff to resolve any problems or answer any questions.
- Project Execution and Control
 - Client prepares documents by identifying range of documents by count and or ID number. These documents are placed in boxes that carry a VeBridge bar-coded/numbered label.
 - Boxes are picked up by VeBridge's designated courier. The courier requires a signature upon pickup and again upon return delivery. The boxes are logged on a tracking sheet as they are unloaded at VeBridge's offices and checked off to ensure they were delivered.
 - Boxes awaiting preparation are placed in a staging area for access by the document preparation staff. Once a box is selected for work it is assigned to a staff member and is logged out when moved to the "prep" area.

- Once processing has completed, each box is labeled to indicate its status and the next step in the process, and the tracking sheet is updated to provide an audit trail and record the status of the documents.

- **Document Preparation**
 - Document preparation includes a variety of activities depending on the project specifications. The most critical being the capturing of index values and the determination of the physical unitization of a document, which is typically defined by a folder, a collection of stapled pages, or other indication. Knowledge and understanding of specific documents is required to determine the document type and index values for each document. In collaboration with the client and upon approved project specifications, VeBridge performs training with documentation preparation staff, which includes testing, mentoring/shadowing, and peer and management reviews.
 - Document preparation includes staple removal, organization, taping of torn documents and photocopying of poor originals, if necessary. If the original is illegible, it is stamped "Best Available Copy" unless specifically directed by client to do otherwise.
 - The document preparation staff will apply a header sheet to each document as required for each project. The bar-coded header sheets, if used, provide an automated method of populating the index fields while the documents are being scanned. The cover sheet can also be manually populated with index values. In the past, VeBridge has been able to use a combination of automated bar code indexing and manual document index identification for Lexington-Fayette Urban Count Government projects. VeBridge document preparation staff will utilize break sheets supplied by the client or printed by VeBridge.
 - After completion of the document preparation, the boxes are moved to the scanning area.

- **Scan, Index and Verify**
 - Each scan operator is trained on the specifications of each project and the expected end results. The scanning operator reviews each image. If the image is difficult to read, a visual inspection is conducted using the source document and adjustments are made to the scanning software to produce a quality scanned image.
 - If automated indexing is performed (through bar codes) during the scanning process, the scan operator verifies and validates upon scan that the values are being populated.
 - Upon completion of scanning, the project will enter the manual indexing stage, if required. VeBridge will manually index documents; double-keying any key fields as designated by LFUCG and will enter additional indexes as defined in the project. Double key is a process where an index is entered a second time to validate accuracy. If there are any variances, they are corrected. This process assures 99.95% accuracy, at the character level, of the indexing. Please note that

use of the bar code cover sheets provides significant savings and a higher level of quality.

- VeBridge will also provide automatic indexing through the use of external database sources utilizing a match and merge process. This process will provide additional indexing for minimal cost, will produce high quality indexing results and will provide additional search criteria for the end user in the LibertyNET document management application.
 - VeBridge also has the capability to perform verification checks against databases provided by LFUCG to ensure 100% accuracy of key fields.
 - Once the indexing has been reviewed and determined accurate, the project is transitioned to the Quality Assurance process for verification. This process is defined in Item 4, below.
- **Post-Processing and Output of Data to CD/ Data Delivery**
 - Images are post-processed in order to deskew and remove black borders.
 - After the documents are post-processed, the production datagroup is closed, the database is compacted and maintained, quality assurance programs are executed to ensure there are no "piggy-back" pages, embedded break sheets, and that all images are readable. Subsequently, the datagroup is converted to the appropriate format, based on project requirements, and prepared for publication to CD and/or delivery via FTP.
 - There is a visual inspection of the database prior to delivery to ensure the highest quality of indexing. The images are electronically reviewed for quality. This electronic review ensures that no break sheets have been overlooked, resulting in "piggy-back" documents, or "embedded break sheets". This check is conducted at no additional charge.
 - The Production Supervisor will assure that the datagroup/volume has a unique ID, and will copy the output to CD or uploaded via FTP.
 - The output is then delivered to the client. The client will then carry out any client designated internal quality assurance within thirty (30) calendar days. Upon completion of any client designated internal quality assurance, LFUCG will either certify the work as conforming to quality standards agreed to at the inception of the project, or report any problems found during their quality assurance process. If VeBridge is not notified of acceptability of the work delivered, the work delivered will be deemed "accepted" after thirty (30) calendar days.
 - **Box Disposition/Delivery**
 - The source documents are handled in accordance with the agreement between VeBridge and the client. VeBridge can return them to the client, temporarily store the documents until authorized to destroy them, or store them permanently. Either of the two storage options will require a fee which will be agreed upon by LFUCG and VeBridge should storage become necessary.

• **Format**

- VeBridge will provide images in the appropriate format, based on the project requirements, on CD-ROM. For Liberty IMS deliveries, VeBridge will provide, at no additional cost, a Liberty IMS Rule to transfer the images from the Import Folder to the production folder. Furthermore, each document will carry a unique delivery volume Page Tag ID for quality control purposes. In this manner if there is a problem with an import, any documents that were successfully imported from a CD can be found using a simple document request and purged so that a re-load can be conducted.

Item 4: Quality Assurance

VeBridge executes a proprietary quality assurance process, developed internally by VeBridge technical staff. This process will run against the production data group prior to CD creation. The purpose of the quality assurance step is to ensure there is an image for every database entry. Likewise, this step will verify that there is a database entry for every image. Furthermore, this process will electronically open every image in the queue to ensure that; 1) it can be opened and 2) the image is not corrupt. Finally, this quality assurance process will check for embedded break sheets validating that there are no "piggyback" pages in the queue prior to CD creation.

Moreover, to further ensure a quality product delivery, VeBridge executes this quality assurance process again, after CD creation on the TIFF-based CD. Thus, the data on the CD is checked to verify that there is an image for every database entry and every database entry has an image associated with it. Again, each image will be opened electronically to verify that; 1) it can be opened and 2) the image is not corrupt. This high level of quality assurance is performed before and after each CD is created. These process steps are all tracked on detailed log sheets to verify completion of all necessary steps.

Item 5: Additional Quality Assurance Programs – 100% Accuracy

VeBridge technical staff has experience in developing quality assurance programs that have provided 100% index accuracy. Upon request, VeBridge will meet with representatives of LFUCG to review and discuss these proprietary executables. VeBridge welcomes the opportunity to review and discuss how we will achieve 100% accuracy in situations that can benefit from this technology.

Item 6: Volume

Based upon benchmarks taken for the most recent two months, VeBridge has delivered over 20,000 pages per day operating at 40% capacity. At current capacity, VeBridge can provide a daily delivery of over 50,000 pages per day.

Taking into account VeBridge's existing contracted business, including LFUCG, VeBridge can handle a minimum increased volume of ten thousand (10,000) pages per day and a maximum increased volume of thirty thousand (30,000) pages per day without the need to expand production capacity. However, given the need, and a contract for adequate sustained

business, VeBridge is prepared to expand the operating capacity in order to accommodate the needs of LFUCG.

Item 7: Regular Pickup and Delivery of Files and Images

Regular pickup and delivery of files and images will be based on the volume of files in a project and client need. For the backfile projects completed over the past two years, VeBridge was processing between six (6) and twelve (12) boxes per day. Capacity would have allowed significantly more, but this was the level required by the departments. VeBridge can arrange for pickup and delivery on a daily basis, multiple days-per-week, weekly or longer intervals.

VeBridge will deliver finished work as soon as it is complete via CD or FTP. Turnover periods will depend on the number of boxes being processed per day. The following example assumes that VeBridge is accepting twelve (12) boxes per day for illustration purposes.

- Assume, for the purposes of this example, that VeBridge accepts delivery, before noon, of twelve (12) boxes on a non-holiday Monday morning. Monday would be counted as day zero (0). VeBridge will perform all of the processes described in this response, including document preparation, scanning, verification, quality assurance, formatting, CD creation and document repackaging for return delivery. VeBridge will return the images associated with these twelve (12) boxes by 5:00 p.m. on day six (6).
- Maximum turnaround on the same boxes described in the example immediately above would be by 5:00 p.m. on day eight (8).

Item 8: Document Access

If LFUCG requires a document while it is being processed, documents may be retrieved at the VeBridge office located at 300 East Main Street, Lexington, Kentucky. No charge will apply for client retrieval, but client must not interfere with the work of VeBridge. Documents will ONLY be released to specific employees of the department for whom VeBridge is performing work on said document. An authorized Document Retrieval List will be developed by the appropriate department of LFUCG and VeBridge will only release documents to those authorized on the list of the specific department to whom the document belongs.

Documents will be accessible within 2 business hours of the request, or upon special arrangement between the VeBridge project manager and the LFUCG project manager if access is required outside of normal business hours, non-holiday Monday through Friday from 8:00 a.m. to 5:00 p.m. EST.

VeBridge can also provide retrieval. If document copies are required during imaging, the document(s) can be faxed to the appropriate LFUCG office. This service is provided as a courtesy. If the use of this service interferes with the completion of the work, the VeBridge project manager will meet with the LFUCG project manager to address the issue.

Item 9: Incremental Daily Volumes

Given the need, and a contract for adequate sustained business, VeBridge would be able to add an additional 40,000 pages of daily capacity within a 30-day period. This could be accomplished through expansion into previously committed office space in our current location. VeBridge would be happy to review our business plan regarding this expansion if requested.

Item 10: Various Sizes and Verification

VeBridge will scan documents of various sizes, from business cards through large format (E-size or larger) in bitonal (black and white) or color for the rates quoted in this Bid response. VeBridge uses high-speed scanners to capture documents up to 11" X 17" and uses specialized scanning equipment to support large format documents, such as engineering drawings.

Item 11: Work Product in Liberty IMS, WorldDox and Full-text or Image-only PDF Format

VeBridge will provide images in Liberty IMS format on CD-ROM and/or via FTP for departments using Liberty IMS and WorldDox for departments using WorldDox. VeBridge is also able to deliver in full-text or image-only PDF, as well as many other specialized formats as become required by LFUCG.

When delivering in Liberty IMS format, VeBridge will provide, at no additional cost, a Liberty IMS Rule to transfer the images from the Import Folder to the production folder. Each document will carry a unique delivery volume Page Tag for quality control purposes. In this manner, if there is a problem with an import, any documents that were successfully imported from a CD can be found using a simple document request and purged so that a re-load can be conducted.

Additional Vendor Requirement

VeBridge will check each document for embedded break sheets. VeBridge has been performing this level of quality assurance for ten (10) years and will continue this practice if selected for this opportunity.



Pricing

PRICING		
Item	Description	Unit Price
1.	Hourly Rate for Document Preparation	\$ 15.00 per hour
2.	Scanning – Bitonal (standard size up to 8 1/2 x 14)	\$.065 per page
3.	Scanning – Color (standard size up to 8 1/2 x 14)	\$.065 per page
4.	Scanning – Bitonal (large format – C through E)	\$ 1.05 (D sz-Gd Cndtn) per page
5.	Scanning – Color (large format – C through E)	\$ 1.55 (D sz-Gd Cndtn) per page
6.	CD Preparation	\$ 25.00 each
7.	Duplicate CD	\$ 25.00 each
8.	100% check for embedded break sheets	\$ NO CHARGE - Included per page
9.	Index per document basis (0-15 characters)	\$.03 per index
10.	Index per document basis (15-25 characters)	\$.06 per index
11.	Index per document basis (over 25 characters)	\$.10 per index
12.	Double key verification per document per index	\$.04 per index
13.	OCR	\$.03 per page
14.	Liberty COLD/ERM Processing	\$.015 per page
OPTIONAL PRICING		
15.	Do you perform a pre-implementation project design consultation? YES ___XXX___ NO _____	\$ No Charge Included hourly rate
16.	Can you provide the Liberty system build for new departments that wish to implement document management? YES ___XXX___ NO _____	\$ 175.00 hourly rate

Notes:

- VeBridge will charge for actual scanned pages including cover sheets.
- VeBridge can, optionally, provide more comprehensive Project Management Services. These services are currently being provided to the Law Department. These services provide a certified and trained project management professional (PMP). Your VeBridge Project Manager will provide continuous review and examination to ensure project deliverables are met on time and on budget. This coupled with project status reviews and updates with the project teams throughout the project life cycle promotes success. VeBridge ensures project deliverables are met not only through managing

issues and risks; but also by taking the time to understand and manage the project through one-on-one "hands-on" reviews and discussions with the customer. Project management is the art of evaluating and assessing where the project is against the plan and being flexible enough to find ways to arrive at solutions that are mutually satisfying to both VeBridge and its customers. VeBridge will be happy to discuss this optional service offering with departments that wish to engage the services.

Affirmative Action Plan

VeBridge's president, who has served two terms on the LFUCG Human Rights Commission, has issued the following internal policy stating VeBridge's views on this matter.

VeBridge is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. VeBridge complies with the law regarding reasonable accommodation for handicapped and disabled employees. It is the policy of VeBridge to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). VeBridge will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. VeBridge will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on VeBridge.

Equal employment opportunity notices are posted near employee gathering places as required by law. Additionally, they are posted on the employee bulletin boards located in the break room at our offices. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for seeing that VeBridge's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employees, including managers, involved in discriminatory practices will be subject to termination.

R-328-2008



Bid #105-2008 – Document Imaging Provider
May 19, 2008
Page 12 of 12

VeBridge, in an effort to further support Affirmative Action policies, has historically recruited through the Mayor's Training Center and other training centers that assist citizens in need of economic security.

Specifications:

Document Imaging Provider

LFUCG Item Code – 920-30-25

The Lexington-Fayette Urban County Government is now soliciting bids for third party imaging and indexing of original documents to be maintained by LFUCG in Liberty IMS format as well as WorldDox. The purpose of this bid is to establish a price contract that can be used by any LFUCG department/division. The average # of pages per document will vary by project. Vendor shall have the capacity to scan color documents in standard and large format as well as Bitonal standard and large format.

Background

The Lexington-Fayette Urban County Government (LFUCG) maintains a site license for LIBERTY *Information Management System* software (Liberty) for imaging documents. LFUCG also maintains a license for WorldDox for the Law department. Multiple departments and divisions image different type of files in the course of their work. Some examples of the document imaging and indexing needs are as follows:

Division of Revenue

The Division of Revenue maintains files on all licensees in Fayette County containing correspondence, payment documents, and tax records. These files are being scanned into an in-house imaging system (*LIBERTY Information Management System* software) for use by the Division. The current paper files are arranged in batches as processed. The documents must be fully prepped in order to separate them by document type. They are to be indexed by account number, tax payer name, document type and fiscal year based on criteria furnished by the Division of Revenue. Current annual volume is estimated to be 220-280,000 pages. The Division of Revenue wishes to outsource the preparation, imaging and indexing of the files.

Division of Human Resources

The Division of Human Resources, Payroll & Benefits Section, maintains employment and benefits files for all active LFUCG employees. Files are currently maintained in LIBERTY as images. Ongoing departmental paperwork must be prepared, imaged and indexed so that it can be retrieved through LIBERTY. The documents are to be prepared and the document type determined by physical characteristics of the paper files. They are to be indexed by employee number, employee name, and employee social security number, document type and document date. The go-forward volume averages 6,500 pages per month. The Division of Human Resources wishes to outsource the preparation, imaging and indexing of the files.

Law Department

The Law Department began an outsourced imaging project in the current fiscal year and will be completing the effort in the new fiscal year. Approximately 500,000 pages remain to be captured, after which go forward document capture will be outsourced. The department must capture standard-sized bitonal and color documents as well as both color and bitonal large format drawings. The documents are housed in WorldDox. The documents are indexed on GSM and Log number. Both values are found

within the files containing the documents. The WorldDox image format requires imbedded OCR. The Law Department wishes to outsource the document preparation, indexing and imaging of the files.

Additional Requirement

Several departments periodically require documents imaged and returned in either image-only PDF or full-text PDF. It is also anticipated that several departments will begin producing COLD/ERM reports, which may be outsourced.

Quality Assurance Requirements:

- 1. Enter a Confidentiality Agreement and be held responsible for the actions of all employees who have access to the files.
- 2. Furnish professional history and references. Include a description of the size and resources of the business including hardware, software, and staffing.
- 3. Explain full custody procedures, locations, and verifications for all files handles under the professional services contract. Explain workflow process and identify specific steps required by both parties to meet the volume and timing requirements of the proposal.
- 4. Provide a detailed description of the quality assurance steps taken on each delivery to ensure database and image integrity on final delivery media. This includes a step to determine that any blank or bar-code break sheets have not been missed and remain embedded in a document. (100% break sheet QA is required.) Bidder must be able to show processes implemented that ensure final images on read-only media are tested to ensure there is no corruption during publication. (LFUCG reserves the right to conduct site visits to examine documented processes and procedures and observe quality assurance testing.)
- 5. Bidder must have the capacity to create additional quality assurance programs to validate LFUCG data at 100% accuracy. Specifically, if LFUCG provides information in an Access database or delimited file, vendor must be able to run validation programs against manually entered index data to assure validity against provided data. For example, if the data being indexed is Taxpayer Name and Tax ID, the bidder may be required to test their manually entered data to assure that the Name and Tax ID pair exists in the provided data and deliver exception reports to LFUCG.

Capacity:

- 6. Provide the volume of documents you can process on a daily basis, including any workflow requirements. Assume that this volume would be provided to your company each and every day. Provide volumes in pages. (Prior to award of this contract, LFUCG reserves the right to request auditable reports for the past six months to confirm that the volumes indicated can be achieved. The bid will not be awarded unless there is substantial evidence that the stated volumes can be delivered on a consistent, prolonged basis).

- 7. Propose regular pickup and delivery of files and imaging. Provide the minimum and maximum turnaround times for the volumes stated above in business days, assuming documents are delivered to bidder prior to noon on "Business Day 0". (For example, if the number of boxes stated above were delivered at 10:00 am on a Monday, and the bidder stated that the turnaround is five (5) business days, the associated images would be returned on the following Monday).
- 8. Provide for LFUCG staff to have access to documents, when necessary, while in the custody of the vendor. Original documents must be accessible within 24 hours of a request.
- 9. Provide the incremental daily volumes that your firm can deliver given 30 days prior notice of additional work. (Prior to award of this bid, bidder must be able to provide a credible, concrete plan for attaining these additional volumes.)

Format:

- 10. Scan and index documents of various sizes and verify all documents. Return all original documents in the same order as received. All documents smaller than 8 ½ x 11 must be taped to a blank sheet preceding the page on which it was attached. Explain methodology and controls.
- 11. Furnish the images and indexing on CD-ROM or via FTP in LIBERTY IMS format for LIBERTY implementations, WorldDox import format for WorldDox implementations and image-only PDF or full-text PDF when requested. LFUCG staff will be responsible for transferring the images from the CD-ROM to the government's existing imaging system.

**REQUEST FOR PROPOSALS
DOCUMENT IMAGING PROVIDER
INSURANCE PROVISIONS**

1.1 GENERAL

The CONTRACTOR understands and agrees that the Risk Management Provisions of this contract define the responsibilities of the CONTRACTOR to the ENTITY.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "ENTITY" shall be defined as follows:

- a. CONTRACTOR means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. ENTITY means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

1.2 INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless ENTITY from any and all losses or claims of whatever kind that are in any way incidental to or connected with or that arise or are alleged to have arisen, directly or indirectly, in whole or in part from the execution, performance or breach of this Contract by CONTRACTOR, including any environmental problems Contractor may cause, including without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof. This indemnity agreement shall in no way be limited by any financial responsibility, insurance, or loss control requirements below and shall survive the termination of this contract.

For purposes of this Indemnity Provision:

- a. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at CONTRACTOR'S expense, using attorneys approved in writing by ENTITY, which approval shall not be unreasonably withheld.
- b. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies and other causes of action of whatever kind.
- c. The word "losses" includes, but is not limited to, claims, liens, demands, causes of action, judgments, penalties, interest, court costs, legal fees, and litigation expenses arising from death, injury or damage of any kind.

1.3 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that the CONTRACTOR shall, prior to final acceptance of the CONTRACTOR'S bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

1.4 INSURANCE REQUIREMENTS

1.4.1 Required Insurance Coverages

CONTRACTOR shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of the work hereunder by the CONTRACTOR. Any/all insurance shall be written on an "occurrence form" for limits not less than those specified below or as required by law, whichever is greater. Below are minimum insurance requirements set to protect the ENTITY interest in this agreement; and to provide guidelines consistent for each bidder, should insurance costs be included in your bid estimation costs. However, it does not limit the CONTRACTOR's liability and necessary additional limits of coverage are at the CONTRACTOR's discretion.

1.4.1.1 Professional Liability providing coverage at least or broad as current ISO form.

- a. \$1,000,000 per occurrence with Business Interruption exposure covered
- b. Endorsement naming as additional insureds "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest".
- c. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County Government, Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507.

1.4.1.2 Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (10/01) with:

- a. Combination of primary and umbrella coverage limits of not less than \$2,000,000 per occurrence for bodily injury and property damage.
- b. Business Interruption Coverage must be included.
- c. Endorsements naming as additional insureds "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."
- d. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County Government, Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507

1.4.1.3 Comprehensive Automobile Liability Insurance providing coverage at least as broad as Insurance Service Office Form Number CA 0001 (10/01), code 1 "any auto" with:

- a. Combined Single Limits not less than \$1,000,000 per occurrence.
- b. Endorsement naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest."
- c. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507.

1.4.1.4 Worker's Compensation Insurance as required by the Kentucky Revised Statutes, and

Employer Liability Coverage with:

- a. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior notice by certified mail, return receipt requested to Lexington-Fayette Urban County Government, Division of Risk Management, Suite 925, 200 East Main Street, Lexington, Kentucky 40507.

1.4.2 Acceptability of Insurers

Insurance is to be placed with insurers with a rating classification of no less than Excellent (A- or better) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide.

1.4.3 Notice of Coverage Renewals for Expiration

After insurance has been approved by ENTITY, evidence of renewal of an expiring policy must be submitted to ENTITY, at the Division of Risk Management, Suite 925, 200 East Main Street Lexington, Kentucky 40507 and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

1.4.4 Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, Suite 925, 200 East Main Street, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE. Self-insurance programs, deductibles, and self-insured retention in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retention must provide ENTITY with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverages. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retention, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR's latest audited financial statement, including auditor's notes;
- b. Any records of any self-insured trust fund plan or policy related accounting statements;
- c. Actuarial funding reports or retained losses;
- d. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program;
- e. A claim loss run summary for the previous five (5) years.
- f. Self Insured Associations will be considered.

1.4.5 Verification of Coverage

Within thirty (30) days following signing of Contract, CONTRACTOR agrees to furnish ENTITY with all applicable Certificates of Insurance; and CONTRACTOR shall provide ENTITY copies of all bonds and make available for review upon request any insurance policies, including all endorsements.

1.4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that ENTITY may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements in addition to any other proof of insurance required to obtain a license to perform the job stated herein.

1.5 SAFETY AND LOSS CONTROL

1.5.1 CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December, 1970, and all other federal, state and local safety health, sanitation and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.

1.5.2 The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:400 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:300, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.

1.5.3. The CONTRACTOR understands and agrees that the ENTITY shall be permitted but not obligated, to inspect the work place, operations, machinery and equipment involved in this contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the ENTITY to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

1.6 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that ENTITY may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.
