

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made as of the 10th day of August in the year 2021, between The School Board of Hamilton County, Florida, whose address is 5683 US Highway 129 South – Suite 1, Jasper, FL 32052 (hereinafter referred to as the "SCHOOL BOARD"), and ImageStoreHouse.com, LLC, whose address is 8131 Baymeadows Circle West, Suite 202, Jacksonville, FL, 32256 (hereinafter referred to as the "PROFESSIONAL").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services:** The PROFESSIONAL shall perform the following services: **See Exhibit A Proposal. Proposal pricing is in accordance with Clay County Contract No. 2019/2020 – 82.** Nothing herein shall limit the SCHOOL BOARD's right to obtain proposals or services from other professionals for similar projects.
2. **Insurance:** The PROFESSIONAL, when a non-public entity, shall maintain throughout this Agreement insurance in the types and amounts provided in Appendix A which is attached and made a part of this agreement. Further:
 - A. "The School Board of Hamilton County, Florida and its members, officers and employees" shall be an additional named insured on all those coverages/policies listed in Appendix A except Workers' Compensation Insurance and Professional Liability Insurance, if required.
 - B. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.
 - C. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
 - (i). The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
 - (ii). With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
 - D. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. The certificate

of insurance shall contain the provision that the SCHOOL BOARD be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.

- E. Unless otherwise notified, the certificate of insurance shall be delivered to:

Hamilton County Schools
Attn: Business Services Department
5683 US Highway 129 South – Suite 1
Jasper, Florida 32052

- F. The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Hamilton County, Florida
5683 US Highway 129 South – Suite 1
Jasper, Florida 32052

- G. In the event that PROFESSIONAL fails to maintain insurance as described in Section 2 and Appendix A of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement. If such a breach occurs, then PROFESSIONAL agrees that SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.

3. Indemnification: PROFESSIONAL shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of PROFESSIONAL under this Agreement; or the negligence of the PROFESSIONAL in the performance of his or her duties under this Agreement, or any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants. PROFESSIONAL shall defend, indemnify, and save harmless the SCHOOL BOARD or any of its officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the SCHOOL BOARD or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of PROFESSIONAL'S duties under this Agreement, or through the negligence of the PROFESSIONAL in the performance of his or her duties under this Agreement, or through any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants.
4. Codes, Laws, and Regulations: PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

5. Permits, Licenses, and Fees: PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.
6. Access to Records: PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the final invoice.
7. Payment: SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner:

PROFESSIONAL shall invoice the District each month that services are provided. SCHOOL BOARD shall pay invoices upon review and no later than three (3) weeks subsequent to receipt.

Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:

- (a) The date the task was performed;
 - (b) identification, by name or initials, of the person performing the task;
 - (c) a description, with reasonable particularity, of the task;
 - (d) the actual time expended to perform the task; provided, however, that the actual time may be rounded up to the nearest one-tenth of an hour;
 - (e) the hourly rate applicable to the individual performing the task; and
 - (f) the fee being charged for the task.
8. Independent Contractor: The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL shall be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
9. Assignment: Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

10. No Third-Party Beneficiaries: This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
11. Jurisdiction: The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Hamilton County, Florida.
12. Term and Termination: The term of this Agreement shall be for an initial term, up through and including one (1) year. All or part of this Agreement may be terminated by the SCHOOL BOARD or the PROFESSIONAL, for their convenience, upon no less than thirty (30) days written notice to the other party of such intent to terminate. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination. The agreement may be renewed for up to two additional one-year periods upon the mutual written consent of both parties.
13. Approval of Personnel: The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.
14. Disclosure of Conflict: The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
15. Background Investigations: The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. PROFESSIONAL covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.
16. Modifications and Amendments: This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
17. Subcontracts and Assignment: PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance and indemnification provisions. Any subcontractors used pursuant to this paragraph and

written consent of the School Board is required to provide PROFESSIONAL with an affidavit attesting that subcontractor does not employ, contract or subcontract with an unauthorized alien as defined by Fla. Stat. § 448.095. PROFESSIONAL shall retain a copy of this affidavit throughout the duration of this Agreement and is responsible for providing a copy of such affidavit to the School Board upon receipt

18. Entire Agreement: This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
19. Severability Clause: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
20. Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
21. Maintenance and Public Access to Records. Appendix B is attached and made a part of this agreement.
22. Non-Collusion. In accordance with Fla. Stat. § 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplies, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
23. Use of E-Verify System. In accordance with Fla. Stat. § 448.095, PROFESSIONAL agrees to register with and use the E-Verify system for any employees they may hire during the term of this Professional Services Agreement. PROFESSIONAL will verify its use of the E-Verify System by executing APPENDIX C to this Agreement, which is incorporated and made a part of this Agreement and must be signed by PROFESSIONAL before services may commence under this Agreement. Sole Proprietors are not required to register and use the E-Verify system, however, should a sole proprietor employ anyone else, the sole proprietor will be required to execute an addendum to this Agreement acknowledging his or her use of the E-Verify system.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"

THE SCHOOL BOARD OF HAMILTON
COUNTY, FLORIDA


By: 
Superintendent

Date: 08-11-21

"PROFESSIONAL"

ImageStoreHouse, LLC

08/04/2021

By: Rami Rawdah, CEO 

APPENDIX A

PROFESSIONAL shall maintain the following insurance coverages in force and effect during the duration of the Agreement (check all that are applicable):

1. **X GENERAL LIABILITY**

- A. Contractor shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
- B. If work performed under the contract will require contact with students' coverage must include sexual abuse and molestation.
- C. The policy must name The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
- D. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Hamilton County, Florida using ISO endorsement CG 20 01 or its equivalent.

2. **AUTOMOBILE LIABILITY**

- A. Contractor shall maintain automobile liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
- B. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.

3. **X WORKERS' COMPENSATION/EMPLOYERS' LIABILITY**

- A. Contractor agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
- B. The minimum Employers' Liability limits required are
\$500,000/\$500,000/\$500,000.
- C. Coverage will apply to all those persons rendering services to Contractor for The School Board of Hamilton County, Florida.
- D. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents.

4. **PROFESSIONAL LIABILITY**

- A. Contractor shall maintain professional liability insurance with a minimum limit of \$1,000,000 each claim and \$2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the contract.

- B. PROFESSIONAL must provide proof of coverage for up to two (2) years after the completion of the project.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL COVERAGES

1. The Contractor agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Contractor of its liability and obligations under this Agreement.

NOTICE OF CANCELLATION:

2. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to The School Board of Hamilton County, Florida, and except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given.
3. Such notice shall be sent directly to The School Board of Hamilton County, Florida.
4. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify The School Board of Hamilton County, Florida of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect.

APPENDIX B

THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA **Agreement Rider Maintenance and Public Access to Records**

In compliance with Section 119.0701, Florida Statutes (2016) the Vendor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Vendor. Any documents created by the Vendor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Vendor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Vendor to compel production of public records where the Vendor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor as authorized by 119.0701, Fla. Stat.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA: Philip Pinello, Assistant Superintendent, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, email address: philip.pinello@hamiltonfl.com. telephone number (386) 792-7802.

APPENDIX C

REGISTRATION AND USE OF E-VERIFY SYSTEM

Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, PROFESSIONAL shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

- A. PROFESSIONAL must provide evidence of compliance with Fla. Stat. § 448.095 no later than the contract origination date. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- B. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion. PROFESSIONAL may be liable for all costs associated with School Board securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have executed this PROFESSIONAL SERVICES CONTRACT ADDENDUM the day and year written below.

Professional:

Rami Rawdah
Name

Signature

1682547

CEO
Title

08/04/2021
Date

Contractor E-Verify Registration Number *

* If applicable, required to be provided before contract is fully executed.

District:

E-Verify is ☒ / is not ☐ applicable to this contract (N/A only to sole proprietors without employees). If applicable, do not sign until the E-Verify Registration Number has been provided.

BY: Lee Metherington Zamora
District Authorized Signature

08-11-21
Date

ImageStoreHouse.com, LLC

Prepared for and Presented to:

Hamilton County School District



To the Attention of:

Ms. Dorothy Lee Wetherington-Zamora
Superintendent



ImageStoreHouse is a:

SBA Designated **Small Business** for each of our NAICS Codes

A mentor partner to an **SBA Certified 8(a) Business Enterprise (SBA SDB)**

A mentor partner to a **Service Disabled Veteran-Owned Business (SDVBO)**

ImageStoreHouse.com, LLC

8131 Baymeadows Circle West • Suite 202

Jacksonville, Florida 32256

Toll Free: (866) 861-2430 • Facsimile: (904) 861-2437

ImageStoreHouse.com, LLC

Bio – Backgrounder – History

ImageStoreHouse.com, LLC, a Florida Limited Liability Company, was formed in July of 2000 and organized (incorporated) in the State of Florida on January 12, 2001. ImageStoreHouse.com is one of the Southeast's premier document imaging equipment providers – specializing in:

- Imaging Equipment Sales
- Imaging Software
- Imaging Equipment Maintenance and Repair
- Imaging Equipment and Imaging Software Warranties
- Imaging Equipment Parts
- Consumables

ImageStoreHouse also provides comprehensive, all-inclusive Electronic Document Imaging and Management Systems and Services to a wide variety of public and private sector clients, utilizing high-end document imaging, electronic storage and Internet retrieval equipment, technology and services.

ImageStoreHouse has combined second wave Application Service Provider (ASP) technology with the power of the Internet to provide one of the industry's most unique and powerful online solutions for document management and image retrieval. We provide our clients with access to our server hardware and our customized indexing and retrieval software and are responsible for maintaining and upgrading this hardware and software.

ImageStoreHouse offers complete management, workflow and imaging conversion services for any document. With a single keystroke from any computer connected to the Internet, the ImageStoreHouse data storage and management system immediately recalls digitally stored business information. Through our firewalls and security systems, our clients have the power to view, print or electronically transmit "exact" copies of their secure, filed information.

THE ImageStoreHouse EDMS System: ImageStoreHouse's turnkey Electronic Document Management System (EDMS) is a complete toolbox of the software and hardware required to insure control over every aspect of the document imaging and storage process. ImageStoreHouse's system will accommodate any type of document, including scanned images and files that were created on a computer (spreadsheets, word processing documents, graphics, CAD drawings, etc.). ImageStoreHouse's EDMS solution includes document imaging, indexing, storage & retrieval, workflow, and Computer Output to Laser Disk (COLD) capabilities.

The ImageStoreHouse ASP: ImageStoreHouse has developed a network that is easily integrated with existing systems, continually updated with new features, requires no re-engineering at your site and needs only an Internet connection – greatly minimizing any additional infrastructure investment. The ImageStoreHouse ASP model combines traditional outsourcing principles with the Internet and offers a compelling alternative for organizations considering purchasing shrink-wrapped software and implementing a document management solution in-house.

The seasoned specialists at ImageStoreHouse are accomplished professionals with decades of information technology experience and a track record of project success. Our mission statement and company vision reflect our personal and corporate ethics, business direction and uncompromising values. We believe that we are the best at what we do and strive to provide the finest services at a fair and equitable price.

ImageStoreHouse

Company Facts

- Legal Name of Company – **ImageStoreHouse.com, LLC**
- Business Entity Type – **Limited Liability Company (private)**
- When Founded/Incorporated (Organized) – **January 2000, January 11, 2001 (Florida)**
- Corporate Offices – **8131 Baymeadows Circle West, Suite 202, Jacksonville, FL 32256**
- Dun & Bradstreet D-U-N-S – **01-760-7677**
- Cage Code – **3PZS0**
- Federal Tax Identification Number – **59-3692634**
- ImageStoreHouse.com, LLC has the following designations:
 - **SBA Designated Small Business for each of our NAICS Codes**
 - **We are a mentor partner to an SBA Certified 8(a) Business (SBA SDB)**
 - **We are a mentor partner to a Service Disabled Veteran-Owned Business (SDVBO)**

ImageStoreHouse

Business Strategy

ImageStoreHouse employs a business strategy that includes significant investment into improvements and enhancements to information technology, hardware and office machines and equipment. These strategies have allowed us to grow at a consistent rate of greater than 30% annually while greatly reducing processing times. All ImageStoreHouse services are performed in house – we do not subcontract or outsource any aspect or stage of the project. This affords us the ability to exercise complete and immediate control over any phase of the project while reducing our timelines and operating costs, a savings we pass onto our clients.

ImageStoreHouse is a **Certified Reseller** (value-added reseller or VAR) of the following **IMAGING PRODUCTS**:

- **Kodak**
- **Fujitsu**
- **Cannon**
- **Böwe Bell+Howell**
- **Xerox**

We are also a **Certified Reseller** of a number of **IMAGING AND IMAGING-RELATED SOFTWARE** products including:

- **Kofax Ascent Capture Software w/VRS Pro USB/FW Production**
- **Kodak Capture Pro**
- **Ideal ScanOS**
- **Image2000**
- **FileNet**
- **Spicer Corp.'s Imagenation®**
- **Seagull Scientifics' BarTender® (barcodes)**

ImageStoreHouse is a **Gold KAIR® partner of Kodak Imaging Services** (KAIR – Kodak Authorized Imaging Reseller) and one of Kodak's oldest and largest service bureaus. In addition, ImageStoreHouse is a Beta-Test partner for Kodak on all new equipment and imaging software, a designation given to only three companies in the world.

ImageStoreHouse continuously upgrades its servers and all related hardware and software to maintain its position as one of the leading and most advanced document imaging and management service providers in the industry. In addition, the **Image2000® software** developed, owned and utilized by ImageStoreHouse to provide document indexing, image storage and image retrieval has been completely upgraded and updated in the past twelve months.

HARDWARE

ImageStoreHouse uses the following scanners:

Paper Scanner up to 11" x 17" Documents

- **Kodak i780, i1320, i610, i620, i660, i260 and i280 with flatbeds.**
- **Fujitsu fi-5900C, 120ppm/240ipm Color Scanner, VRS**
 - o ImageStoreHouse currently operates more than 60 scanners

Aperture Card Scanners

- **Mekel M800**

Microfilm Scanners

- **Mekel Mach IV - High Performance Roll Film Scanning** – The Mekel Mach IV is designed to handle 16mm and 35mm film formats
- **Mekel Mach VII - Microfiche Scanners** - Designed to handle various microfiche and jacket formats

Imaging of Large Format Drawings

- **IDEAL / Contex HD 5450 Color Scanner PLUS** - 54 inch ultra- wide design captures oversized documents

Book Scanners

- **i2S CopiBook HD** which scans a 17"x 24" area at 400dpi & an 11"x 17" area at 600dpi

ImageStoreHouse.com, LLC

COMPANY CAPABILITIES

ImageStoreHouse is capable of handling complex, high volume, irregular sized documents, microfiche, microfilm, bound books and fragile documents and has processed many millions of these types of documents over the past twelve years. Our portfolio of professional document imaging and management services includes the processing of the following formats:

Standard Size Documents – Color or B&W:

- **8" x 11.5" (or smaller)**
- **8" x 14"**
- **11" x 17"**
- **C-Size Engineering Drawings – 17" x 22"**
- **D-Size Engineering Drawings – 22" x 34"**
- **E-Size Engineering Drawings – 34" x 44"**

Special Handling Documents:

- Fragile/Aged documents
- Bound Books or other Bound material
- Onion Skin
- Newspaper Articles
- Magazine Articles
- Linen or Mylar

Aperture Cards

- Containing one or more A-Size (8½" x 11") through E-Size (34" x 44") drawings

Microfilm:

- 16MM blipped, 16MM no-blipped, 16MM jacketed, 16MM non-jacketed, 35MM blipped, 35MM no-blipped, 35MM jacketed and 35MM non-jacketed

Microfiche:

- 16MM positive, 16MM negative, 16MM jacketed, 16MM standard, 16MM jumbo fiche, 35MM positive, 35MM negative, 35MM standard and 35MM jumbo fiche

ImageStoreHouse's Adherence to National Imaging Standards

ImageStoreHouse adheres to nationally mandated imaging standards and will comply with all imaging standards required by the U.S. Army Corp of Engineers. ImageStoreHouse's physical and electronic facilities are secure and code compliant with:

- The Health Insurance Portability and Accountability Act (HIPAA),
- Sarbanes-Oxley (SOX),
- Joint Commission on Accreditation of Healthcare Organizations ("The Joint Commission"),
- Gramm-Leach-Bliley Act (GLBA),
- The Fair and Accurate Credit Reporting Act (FACTA)
- The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA Patriot Act)

ImageStoreHouse Project Overview and Cost Analysis

ISH proposes a document imaging and management program which includes the following services:

PREPROCESSING PHASE:

Overview: Upon HCSD's approval, ISH shall perform all tasks necessary to fulfill the following:

Document Handling: Document Prep, Scan, QC, Index and QA. The following are steps, which will be taken in the Document Handling process of documents:

Document Pickup: ImageStoreHouse employee will box all files and transport them to ImageStoreHouse location in Jacksonville.

Prep: Separate all documents into logical batches. This also includes: staple & clip removal, repair torn pages with clear tape, fasten small documents to plain white paper, insert document-type separator sheets to denote file, and document-type grouping.

Scan: Scan documents based on the logical batches. Image files released for indexing based on criteria established during application set-up. Scan documents in 200 DPI or 300 DPI PDF.

Documents will be scanned on ISH high-speed document imaging equipment based on the logical batches. The image format is TIF or PDF, single page 200 dpi or 300 dpi.

100% visual image verification of High-speed Scanning, is performed by ISH's document specialists, and includes the following:

- An ISH specialist visually verifies each image against originals.
- Each image is concurrently verified for quality and clarity. If it is of poor quality, it is rescanned at no additional charge.
- Any blank page(s) that was/were not automatically deleted by the ISH imaging software will be manually deleted at this time.

Quality Control: Images are post-processed to automatically deskew, despeckle, and remove black borders. All Images are checked based on file size are visually inspected.

Index: Documents are indexed based on the criteria established during applications setup stage. Fields are populated manually or semi-automatically. Indexing operator will concurrently inspect images for readability and scanning completeness.

Quality Assurance: A separate indexing quality assurance specialist inspects the indexes and image quality for accuracy and readability on a 100% image-for-image basis.

Access of Documents:

Access & Storage: After the Document Handling Process is completed, ISH will store the Indexes and images on ImageStoreHouse SAN Storage Area Network and/or DVD's.

Retrieval: Images are retrieved via the Internet, based on the criteria established during the applications setup stage

Unlimited number concurrent user Licenses

Unlimited number of retrievals

Customer Service Support

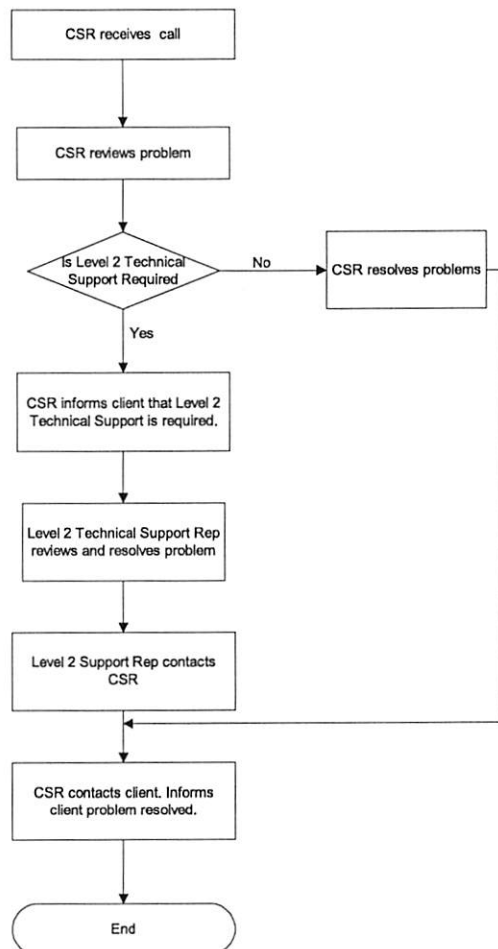
ISH will provide Customer Service support Monday-Friday from 8:00 am – 5:00 pm ET. Extended hours of support can be provided for an additional cost.

Customer Service support includes technical and user support.

The Customer Service Support Process is:

1. The Customer Service Representative (CSR) receives a call.
2. The CSR identifies the problem and, if possible, the CSR will resolve problem immediately.
3. If the CSR cannot resolve problem, the CSR will contact Level 2 technical support.
4. The CSR will contact the client and inform the client of the status of the problem.
5. Level 2 technical support will review and resolve problem.
6. Level 2 technical support representative will contact the CSR upon resolving the problem.
7. The CSR will contact and inform the client/caller that the problem is resolved.

Customer Service Support Process Diagram:



ImageStoreHouse Customer Service Support includes technical and user support. The seven stages of ISH's Customer Service Support Process are:

1. The ISH Customer Service Representative (CSR) receives a call.
2. The CSR identifies the problem and, if possible, the CSR will resolve problem immediately.
3. If the CSR cannot resolve problem, the CSR will contact ISH Level 2 technical support.
4. The CSR will contact the client and inform the client of the status of the problem.
5. ISH Level 2 technical support will review and resolve problem.
6. The ISH Level 2 technical support representative will contact the CSR upon resolving the problem.
7. The CSR will contact and inform the client/caller that the problem is resolved.

*** It is ISH's policy to resolve all calls immediately.**

ISH Pricing Schedule:

Hamilton County School District

Term:

☐ 1yr

☐ 2yr

☒ 3yr

Document Handling Price**-All Documents scanned at 200 or 300 dpi – Services Included:

<u>Volume:</u> Estimated Cost: Student Records	\$94,500.00
Personnel Records	\$32,500.00

Documents Prepping: Includes: Staple/clip removals, Repair ripped pages.

Document Scanning: Includes: Document Scanning, Quality Control and File

Document Indexing: Indexing and QC of documentation base on Indexing criteria set by customer.

Document Quality Control: A separate indexing quality assurance operator inspects the indexes and image quality for accuracy and readability on a **100% image-for-image basis**.

1. Using ISH Scanner and Scanning software and Personnel.
2. Document Preparation
3. Document Scanning at 200dpi or 300 dpi PDF Format.
4. 2-Point Scan QC (Scanning Operator inspects for Image Readability and Scanning Completeness).
5. Indexing (Indexing Operator inspects for Image Readability and Scanning Completeness).
The indexing is manual, which means index field attributes are assigned to the documents based on a visual image-for-image review by the indexing operator of each electronic document. Semi-automatic indexing (employing electronic table-lookup procedures) will be used if and when available.

TBD

***Document determination if required is a fee of \$22.00 per hour**

6. 1-Point Index QA (Separate Quality Assurance Operator inspects for indexing accuracy).
7. Project Management services include document tracking and reporting.
8. Emergency Retrieval of documents during processing.
9. Customer Service and Support as detailed under Customer Service Support.

EXHIBIT A - HCSB 2022-016

8.5" x 11" Binder bound and Document Scanning Prices	
Original Documents that Do Not Exceed 11" x 17" (See Note[1] Below)	
Service Performed by ISH	Cost
Document Preparation / Prepping - \$17 per hour equals to \$0.025 per page	\$0.025 per page
Scanning Black and White multiple page PDF	\$0.045 per page
Scanning Grayscale or Color multiple page PDF	\$0.045 per page
Indexing up to 5 fields, TBD	\$0.07 per keystroke
Quality Control of Images and Indexing – 100% VQC – Optional Services	\$0.02 per page
Non-Standard Size Documents – black & white - Flatbed	\$0.15 per page
Onion Skin, Mylar or Linen, Newspaper or Magazine Articles - Flatbed	\$0.12 per page
Bar Codes/Separator Sheets	\$0.05 per sheet
[1] Excludes Onion Skin, Damaged, Fragile, Aged, Oversized/Large Format or Special Handling Documents	

Services Provide by ImageStoreHouse - OCR	
OCR - Document Characters Recognitions / Searchable PDF - Optional Services	\$0.01 per page

Document Scanning – Oversized and Large Format Originals		
Original Size and Type	Unit	Price per Drawing or Keystroke
ANSI A,B,C & E-Size Drawings up to 36" x 44" in B&W	Image	\$0.45
ANSI A,B,C & E-Size Drawings up to 36" x 44" in Grayscale/Color	Image	\$0.45
Indexing of Drawing - Indexing per character field	Image	\$0.007
Scanning of Damaged and Fragile Drawings	Image	\$1.45
Damaged Drawings/Documents requiring Repair	Sheet	\$0.17
Prep (Un-folding / Re-Folding Maps / Drawings / Oversize)	Sheet	\$0.12

Document Retrieval and Storage Fee Using ISH Web Site	
<ul style="list-style-type: none"> - Unlimited number concurrent user Licenses. - Unlimited number of retrievals. - 50 GB of SAN Storage. - Daily, weekly and monthly system backup. - Disaster recovery 	\$350 per month \$35 per month for every additional 10 GB per month

EXHIBIT A - HCSB 2022-016

Other Fees, If Applicable	
Bar Codes/Separator Sheets	\$0.05 per sheet
Boxes Destruction	\$5.00 per box.
FTP Transmission of scanned documents/fiche	\$35.00 per upload
Conversion to PDF – If Not Performed during Original Scanning	\$0.01 per File
Administrative/Prep Work Services	\$17.00 per hour
Project Manager and Technical Services	\$85.00 per hour
Programming Services	\$150.00 per hour
Emergency document access within a 4 hour window	\$20 per Item
Pick up Fees	\$1,200.00 per trip
Cost of Boxes	\$4.25 ea.
Hard Copy Paper Destruction	\$0.17 per LB
Document type Determination	\$22.00 per hour

Paper Storage	
Storing of scanning paper after 3 months of scan date	\$0.31 per sq ft, min \$50 per month

Aperture cards Scanning	
Service Performed by ISH	Cost
Aperture cards Scanning - Black and White at 200 DPI	\$0.22 per Card
Aperture cards Scanning - Black and White at 400 DPI	\$0.28 per Card
70MM jumbo fiche Scanning - Black and White or Grayscale for 400 or 600 DPI	\$1.28 per Fiche
35mm Jackets aperture cars 6 in jacket - Black and White or Grayscale for 300 DPI	\$1.30 per Jacket
Quality Control – 100% VQC	\$0.02 per page
Four Indexing Fields (Semi- Manual Indexing) Using a data Base	\$0.02 per page
Four Indexing Fields (Manual Indexing)	\$0.04 per page

Scan-On_Demand	
Document Prepping	\$0.02 per page
Scanning QC and Indexing Black and White PDF or TIFF	\$0.20 per page
Scanning QC and Indexing Grayscale or Color PDF or TIFF	\$0.22 per page
Quality Control – 100% VQC	\$0.04 per page
Indexing Fields	\$0.06 per page
Non-Standard Size Documents – black & white - Flatbed	\$0.25 per page
Onion Skin, Mylar or Linen, Newspaper or Magazine Articles - Flatbed	\$0.22 per page
Bar Codes/Separator Sheets	\$0.06 per sheet
Emergency document access within a 4 hour window	\$20 per Item

Proposal Acceptance:

Subscriber and ImageStoreHouse agree with the terms and pricing listed in this proposal.

IN WITNESS WHEREOF, this Agreement has been executed as of as of the 10th day of August, 2021.

<p>IMAGESTOREHOUSE.COM, LLC</p> <p>By: <u>Rami Rawdah</u></p> <p>Print Name: Rami I. Rawdah Title: CEO Address: 8131 Baymeadows Circle W. STE 202 Jacksonville, Florida 32256 Phone: (904) 861-2430 Fax: (904) 861-2437</p>		<p>Hamilton County School District</p> <p>By: <u>Dorothy Lee Wetherington-Zamora</u></p> <p>Print Name: Dorothy Lee Wetherington-Zamora Title: Superintendent Address: 5683 US Highway 129 South Jasper, Florida, 32052 Phone: (386) 792-7802 Email: Dorothy.zamora@hamilton.com</p>
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