

VILLAGE OF DOWNERS GROVE
Report for the Village
4/19/2022

SUBJECT:	SUBMITTED BY:
Contract with Microsystems Inc. for permit file scanning	Stan Popovich, AICP Director of Community Development

SYNOPSIS

A motion is requested to award a contract to Microsystems Inc. to scan Community Development permit files into a digital format in the amount of \$93,500.00, which includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 includes *Exceptional Municipal Services*.

FISCAL IMPACT

The FY22 budget allocates \$100,000 to permit scanning services. The \$93,500.00 cost of this contract will be paid with available fund balance in the General Fund.

RECOMMENDATION

Approval on the April 19, 2022 Consent Agenda.

BACKGROUND

The Village currently has a significant number of hard copy Community Development permit records. These records must be permanently retained per the Village's Stormwater Ordinance. In an effort to modernize records and reduce the physical footprint associated with such records, the Village issued a Request for Proposal to digitize these records. The Village received two proposals:

Contractor	Bid Amount
Microsystems, Inc	\$85,000
Datamation Imaging Services Corporation	\$152,332

Microsystems, Inc. of Northbrook, Illinois submitted a proposal with the lowest cost and the highest number of documents to be scanned. The Village previously contracted with Microsystems, Inc. in 2019 to convert microfiche files to a digital format and to convert hard copy permit files to a digital format in 2021. Microsystems performed both tasks as desired and completed the project on time and on budget. Staff recommends award of the contract to Microsystems, Inc.

ATTACHMENTS

Contract Documents

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: April 19, 2022
(Name)

RECOMMENDATION FROM: _____ FILE REF: _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for the digital conversion of Community Development permit files to Microsystems, Inc. in the amount of \$85,000 plus 10% contingency in the amount of \$8,500 for a total not-to-exceed \$93,500.

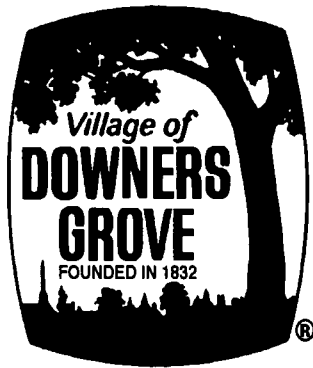


SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for the digital conversion of Community Development permit files to Microsystems, Inc. in the amount of \$85,000 plus 10% contingency in the amount of \$8,500 for a total not-to-exceed \$93,500.

RECORD OF ACTION TAKEN:

Village of Downers Grove



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company:

MICROSYSTEMS, INC.

Project Name: Scanning of permit files
 Proposal No.: RFP-314-0-2022/JD
 Proposal Due: 12:00 p.m., Friday, March 25, 2022
 Pre-Proposal Conference: Thursday, March 17, 2022 at 10:00am
 Downers Grove Village Hall
 801 Burlington Avenue
 Downers Grove, IL 60515

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: March 14, 2022

Date Issued: March 14, 2022

This document consists of 24 pages.

Return **original** and **one (1) Flash Drive** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

VILLAGE OF DOWNERS GROVE
 801 BURLINGTON AVENUE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-6893
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and one (1) Flash Drive of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

Village of Downers Grove

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to 12:00 P.M., FRIDAY, MARCH 25, 2022
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Stan Popovich, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

Village of Downers Grove

necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

- 4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

- 5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

- 6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

Village of Downers Grove

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

9. **SEXUAL HARASSMENT POLICY**

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. **EQUAL EMPLOYMENT OPPORTUNITY**

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment

Village of Downers Grove

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the

Village of Downers Grove

Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to

Village of Downers Grove

the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
- 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

Village of Downers Grove

14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any

Village of Downers Grove

bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW AND VENUE

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and

Village of Downers Grove

their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act does apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et seq.)

Village of Downers Grove

29. COPYRIGHT or PATENT INFRINGEMENT

- 29.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

III. DETAIL SPECIFICATIONS

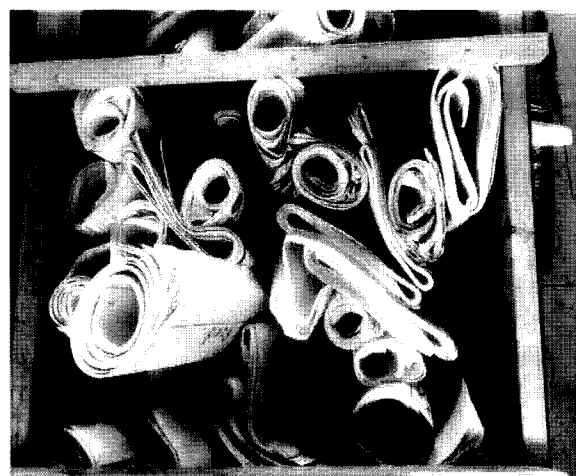
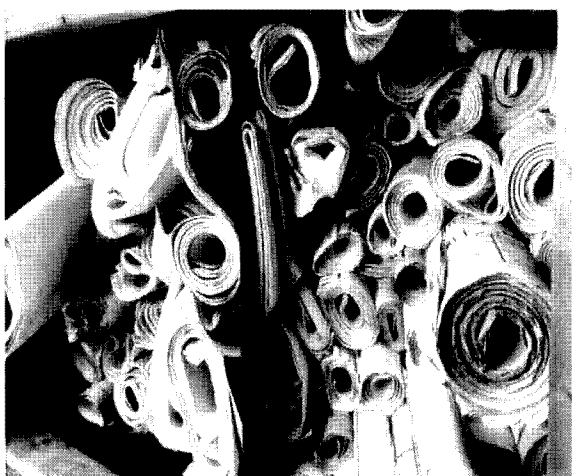
Background:

The Village of Downers Grove (Village) maintains permit records for the Community Development (CD) Department. These records are in various forms, including digital, paper, and microfiche. The Village now desires to scan paper permit files, from the mid-1990s through 2021, for easier document retrieval and storage. The files must be scanned into TIFF files compatible for uploading to our On-Base software and indexed for document retrieval, see below for additional information.

Scope of Work:

The Village is seeking a reputable firm (Contractor) to scan the following items for uploading into the Village document management system:

- 150 banker boxes (1.25' x 1' x 2') (see pictures below for two sample boxes)
- +/- 775 rolls of drawings (various size rolls, see pictures below for a sample view of the rolls) (rolls do not have to be coordinated with disc files or files in the banker boxes)
- +/- 800 compact discs w/ electronic plans (discs do not have to be coordinated with drawing rolls or files in the banker boxes)



Village of Downers Grove

The files must be formatted and indexed to allow them to be brought into enterprise content management (ECM) software, OnBase. Files shall be TIFF files at 300 DPI. Multi-page TIFF files are preferred for each permit file. If any permit file is found to be damaged, the Contractor shall repair the paper file as required. Individual permit files will principally contain 8 ½" x 11" and 24" x 36" paper sizes, but may also include a range of the following paper sizes, including:

- 3" x 5"
- 8 ½" x 14"
- 11" x 17"
- 48" x 60"

All permit files are located at Village Hall (801 Burlington Avenue, Downers Grove, IL). In most cases, the permit number and street address are written on the file folder, on the drawing roll or on the compact disc.

Each individual permit record shall be indexed using an ordered document import processing (DIP) file, including keywords found on the fiche and/or the images (if available):

- Date (at least a year, e.g. 01/01/1964 or 11/18/2011)
- Street Number (e.g. 1200)
- Street Name (e.g. Main St)
- Address Suite (e.g. A, B, 1200, 1201, or A12, A13, etc.)
- Permit Number (e.g. 09-NSF-0004 or 06-13-GAR-0001)

The DIP indexing file must follow this format: *unique sequential record id, file name, double quoted field delimited keywords, and comma separators*. If any of this information is not available, include a double set of quotes (e.g. "").

Example:

```
ID,filename,Date,StNum,StName,Ste,PermNum
"001","0000001.tiff","01/01/1980","1200","Main St","A",""
"002","0000002.tiff","04/15/2001","120","Main St","",""
"003","0000003.tiff","12/03/1955","12","Main St","A12","16-ACM-0049"
"004","0000004.tiff","01/01/1972","","","","06-13-GAR-0197"
```

The Village shall provide a standard street naming system for the Contractor to utilize. The scanned documents shall be provided to the Village electronically (e.g. CD, DVD, flash drive, etc). Each CD, DVD, flash drive (etc.) shall be labeled with the date submitted/scanned, and number of disc/drive out of how many (e.g. CD 07-31-2021, 2 of 4).

The Contractor will be responsible to verify the quantity of permit files to be scanned. The Contractor may pick up the permit files all at once or in batches from the Village as agreed to by the Contractor and Village.

When the Contractor begins scanning a new batch, the Contractor must provide a sample of at least three (3) separate permit files (not sequential) for review by the Village prior to continuing with the

Village of Downers Grove

scanning/indexing of all the permit files. The Village will review the samples and respond to the Contractor within five (5) business days as to the accuracy and ability to import the files. The Contractor shall return all permit files to the Village upon the completion of the scanning/indexing of the batch and prior to or concurrent with picking up the next batch or at the end of the project for the last batch.

The Village is responsible for answering Freedom of Information Act (FOIA) requests. The selected Contractor will be required to scan and provide electronic documents to the Village, as needed, to address these FOIA requests. These scans must be provided to Village within 36-business hours. Files less than 25 MB can be emailed to FOIA@downers.us. The files must still be included in the scanned files/index.

Anticipate up to 4 FOIA requests per week for the duration of the project. Please provide a unit cost for FOIA requests above and beyond the anticipated 4 FOIA request per week (based on the total requests over the total duration of the project).

An optional pre-bid conference is scheduled at Village Hall (801 Burlington Avenue, Downers Grove, IL 60515) as indicated on Page 1 of this RFP. Attendance is not mandatory, however, firms will have the opportunity to ask questions and view the permit files.

Contractor Qualifications:

The Contractor shall be required before the award of any contract to show to the complete satisfaction of the Village that it has the necessary facilities, ability, expertise, and resources to provide the services specified herein in a satisfactory manner. The Contractor shall provide examples of similar work done for other municipalities or private firms.

Fee Proposal:

The Village of Downers Grove prefers the method of compensation for professional services to be based on unit cost, with a Total "Not to Exceed" cost.

Please submit an estimate of cost requirements to complete the scope of services outlined in your proposal, including a total "Not To Exceed" cost for providing the proposed services to the Village as outlined below. This "Not To Exceed" cost shall include deliverables and reimbursable expenses, such as postage, delivery service, printing, etc. The Village shall be invoiced monthly. **Additional compensation above and beyond the "Not to Exceed" cost (i.e. change orders) will not be considered without a significant change in project scope.**

The fee proposal shall contain all costs to complete the work outlined above and shall be broken down as follows (or similarly):

- Preparation cost per hour for any preparation with total preparation cost
- Scanning cost per image with total scanning cost
- Indexing cost per scan with total indexing cost
- Pick-up/Delivery charges – unit cost with a total based on the total batches proposed by the Contractor
- Any other charges (include a description)

Village of Downers Grove

- FOIA cost per FOIA with the total based on 4 per week for the duration of the project (this unit cost will be used if additional FOIA requests are necessary)

Deliverables Schedule:

The Village would like to complete this project by December 31, 2022. Please propose a deliverable schedule or time frame with milestones.

9. OTHER PERTINENT DETAILS

The Department of Community Development will administer this contract. The primary point of contact will be the Director of Community Development.

Village of Downers Grove

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the Contract with the Village.)

* SEE ATTACHED PROPOSAL DOCUMENTS

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

MICROSYSTEMS, INC.
Company Name

Date: 3/24/2022

625 ACADEMY DRIVE
Street Address of Company

Path@microsoft.com
Email Address

NORTHBROOK, IL 60062
City, State, Zip

Patrick Healy
Contact Name (Print)

847-205-1986
Business Phone

13-Hour Telephone

847-205-5386
Fax

[Signature]
Signature of Officer, Partner or Sole Proprietor

Patrick Healy President
Print Name & Title

ATTEST: If a Corporation

[Signature]
Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: MICROSYSTEMS, INC.
ADDRESS: 625 ACADEMY DR.
CITY: NORTHBROOK, IL
STATE: IL
ZIP: 60062
PHONE: 847-205-1986 FAX: 847-205-5386
TAX ID #(TIN): 36-2404086

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Corporation
- Charitable/Nonprofit
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical
- Government Agency

SIGNATURE: [Signature] DATE: 3/24/22

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

SCANNING OF PERMIT FILES

With regard to RFP-314-0-2022/JD, Proposer GLENN THOMAS hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: *Glenn Thomas*
Proposer's Authorized Agent

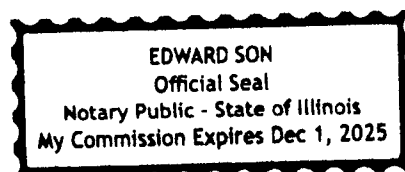
36-2404086

FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____
Social Security Number

Subscribed and sworn to before me
this 24 day of March, 2022

E. Edwards
Notary Public



Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of MICROSYSTEMS, INC., and the full names of its Officers are as follows:

President: PATRICK HEALY

Secretary: CHRISTIAN RIPKEY

Treasurer: CHRISTIAN RIPKEY

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Limited Liability Company (LLC)

The Bidder is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) Partnership

Names and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____

which name is registered with the office of _____ in the State of

_____.

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

(d) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____

and if operating under a trade name, said trade name is: _____

which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? **YES** NO (circle one)

Insurer's Name ACORD - CNA INSURANCE

Agent NORMA FABBRI-BLAKE

Street Address 445 SHERIDAN RD

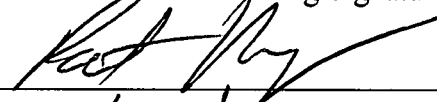
City, State, Zip Code HIGHWOOD, IL 60040

Telephone Number 847-432-1000

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: MICRO SYSTEMS, INC.

Print Name and Title of Authorizing Signature: Patrick Healy President

Signature: 

Date: 3/24/22

Village of Downers Grove

Suspension or Debarment Certificate
--

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

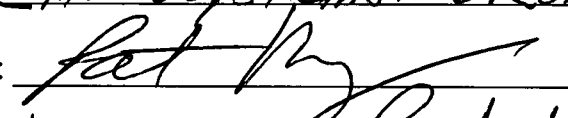
Company Name: MICROSYSTEMS, INC.

Address: 625 ACADEMY DR.

City: NORTHBROOK, IL Zip Code: 60062

Telephone: (847) 205-1986 Fax Number: (847) 205-5386

E-mail Address: path@microsystemsinc.com

Authorized Company Signature: 

(Print) Name: Patrick Healy Title of Official: President

Date: 3/24/22

Village of Downers Grove

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

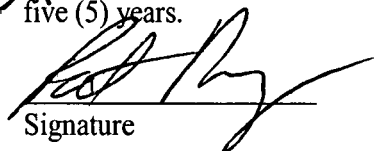
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.


Signature


Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



Image Conversion Services and Systems
625 Academy Drive, Northbrook, Illinois 60062
Telephone: (847) 205-1986, Fax: (847) 205-5386
www.microsystemsinc.com

REQUEST FOR PROPOSAL

For

Village of Downers Grove

Scanning of Permit files
RFP - 314-0-2022/JD

Presented By:

Microsystems, Inc.

Submitted By:
Glenn Thomas
Microsystems, Inc.

Due Date: March 25, 2022 (12:00pm)



Image Conversion Services and Systems
625 Academy Drive, Northbrook, Illinois 60062
Telephone: (847) 205-1986, Fax: (847) 205-5386
www.microsystemsinc.com

March 25, 2022

Stan / Joshua,

Microsystems, Inc. appreciates the opportunity to continue providing scanning service for the Village of Downers Grove. Regarding Microsystems commitment to the **"Scope of Work"** for this project, the most recent 90 box **Permit File** scanning project is the best example showing our quality of service and understanding of all IT requirements.

Microsystems, Inc. is a full service Records Management company established in 1957. Our commitment to our clients is second to none. As an industry leader, attention to detail and personalized service has always been our main priority.

Microsystems, Inc. has scanned for **over 100** local municipalities. Our expertise and familiarity within this industry validates Microsystems as the ideal vendor of choice for the Village of Downers Grove.

"Scope of Work", Microsystems fully understands every spec of the RFP.

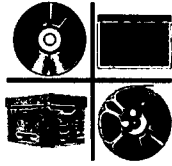
- 1) Document preparation, separating oversize drawings and naming targets correctly.**
- 2) Scanning requirement of 300 DPI , Multi-page TIFF file for each Permit File .**
- 3) A copy of each Permit folder header will be first page of each Permit File.**
- 4) Both documents and drawings will be contained within one file for each Permit #.**
- 6) Test DIP index files will be provided for each of the 3 categories to the Village for import into On-Base software. Permit Files, Drawing Rolls and CD Conversion.**

We will provide open communication throughout the entire project and make sure all Permit File requests are handled quickly.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn Thomas", written over a white background.

Glenn Thomas
Microsystems, Inc.



Microsystems, Inc.

Scanning, Microfilming, and Storage

625 Academy Drive
Northbrook, IL 60062
Phone (847) 205-1986 Fax (847) 205-5386
www.microsystemsinc.com

Fee Proposal:

Below are the associated costs for each category. *Category 1 (Village Permit Files) volumes are based on the 90 box Permit File Scanning Project we recently completed for the Village of Downers Grove.*

Category 1: Village Permit Files

Document Scanning

<i>Document Preparation:</i> 859 hours @ \$16.00/hr =	\$13,744.00
<i>Re-Prep:</i> 150 hours @ \$16.00/hr =	\$2,400.00
<i>Document Scanning:</i> 245,250 pages @ \$.04/page =	<u>\$9,810.00</u>
Total =	\$25,954.00

*\$2,400.00 savings if empty file folders can be placed in order at end of each box.

Drawing Scanning

<i>Document Preparation:</i> 205 prep hours @ \$16.00/hr =	\$3,280.00
<i>Drawing Scanning:</i> 34,500 drawings @ \$.69/drawing =	<u>\$23,805.00</u>
Total =	\$27,085.00

Indexing

13,500 indices (x2) 27,000 @ \$.16 /index =	<u>\$4,320.00</u>
---	-------------------

-Drawing and document indexing is separate and merged.

*Manual **DOUBLE KEY** index of Date/Address/Permit #

Category 1: Village Permit Files Total = \$57,359.00

Page 2)

Category 2: Drawings Rolls

Drawing Rolls Scanning

**Based on site inspection*

Document Preparation: 131 prep hours @ \$16.00/hr = \$2,096.00

Drawing Scanning: 28,900 drawings @ \$.67/drawing = \$19,363.00

Indexing: (\$250 min charge) \$250.00

Address Divisions Include: Lacey, Highland, All other #'D Streets, 75th, 31st 555 31st Midwestern, Main, Ogden (O Streets), 1400 Opus, P-W Streets, F & G Streets, Butterfield, 3010 Highland, 3025 Highland, 3050 Highland, 3075 Highland, 3815 Highland (Good Samaritan Hospital)

Category 2: Drawing Rolls Total = \$21,709.00

Category 3: CD Conversion of Electronic Plans

CD Conversion of Electronic Plans

-Export / Loading of 800 CD's & Images

-Indexing of Date/ Address & Permit #

-Post Processing Images

-Media

- Based on \$3.25/per CD

Category 3: CD Conversion of Electronic Plans Total = \$2,600.00

Estimated Project Total (All Projects) = \$81,668.00

"Not to Exceed" = \$85,000.00

-Based on project variables such as volumes/drawings per roll/box.

NO CHARGE for QC, Merging Drawings, Flash Drive & Pickup & Delivery!!



Image Conversion Services and Systems
625 Academy Drive, Northbrook, Illinois 60062
Telephone: (847) 205-1986, Fax: (847) 205-5386
www.microsystemsinc.com

References

Village of Downers Grove

Downers Grove, IL
*Permit Files
Contact: Stan Popovich
Phone # (630) 434-6893
spopovich@downers.us

Village of Evanston

Evanston, IL
*Permit Files
Contact: Melissa Parker
Phone # (847) 448-8078
mparker@cityofevanston.org

Village of Schaumburg

Schaumburg, IL 60193
*Community Development / Managers Office
Contact: Wesley Kusiak - I/T
Phone # (847) 923-3877
Wkusiak@ci.schaumburg.il.us

Village of Wheeling

Wheeling, IL
*Permit Files
Contact: Connie Weber - Comm. Dev.
Phone # (847) 499-9050
cweber@wheelingil.gov

**Page 2)****Village of Palatine**

Palatine, IL 60067

*Building Permit Files

Contact - Mary May - Comm. Dev.

Phone # (847) 359-9042

mmay@palatine.il.us

Village of Arlington Heights

Arlington Heights, IL 60005

*Multiple Departments

Contact - Patty Levee (Admin Asst. II)

Phone # (847) 368-5579

plevee@vah.com

Village of Bolingbrook

Bolingbrook, IL

*Permit Files

Contact: Matthew Eastman - Comm. Dev.

Phone # (630) 226-8460

meastman@bolingbrook.com

City of Crystal Lake

Crystal Lake, IL

*Village Files

Contact: Laurie Fitzgerald - Comm. Dev.

Phone # (815) 356-3605

lfitzgerald@crystallake.org

Village of Wilmette

Wilmette, IL

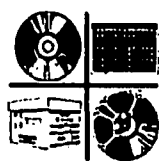
*Permit Files

Contact: Lisa Roberts - Comm. Dev.

Phone # (847) 853-7529

robertsl@wilmette.com

;



Microsystems, Inc.

Scanning, Microfilming, and Storage

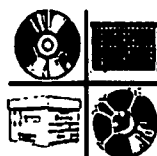
625 Academy Drive
Northbrook, IL 60062
Phone (847) 205-1986 Fax (847) 205-5386
www.microsystemsinc.com

SECURITY CONTROLS, SCANNING SERVICES QUALITY CONTROL VERIFICATION PROCEDURES and DISASTER RECOVERY PLAN

Security Controls

Your documents are the lifeblood of your organization and since 1957 Microsystems has based its business practices on protecting these documents. Microsystems, Inc. adheres to the strict maintenance of adequate records to demonstrate chain-of-custody of documents and to ensure the audit of such chain-of-custody.

- Microsystems will supply its own bonded drivers and trucks to make pickups and deliveries of all documents and finished products.
- Microsystems drivers are required through our 'Confidential Document Control' program to secure the vehicle doors at all times.
- Microsystems, Inc. supplies all box labels, which the Client or Microsystems will affix to the face label of each box. These box labels will include Company Name, Contact Name, Telephone Number, Category Identification, and a unique box number associated with the category.
- A signed transmittal receipt will accompany all pickups and deliveries. The number of boxes and detailed information regarding any transfer media will be clearly marked on all receipts for audit purposes.
- Microsystems, Inc. takes ownership and responsibility of the documents at the time of the initial pickup and until the delivery of such documents.
- Upon delivery to our Northbrook Illinois facility, the signed transmittal receipt is used to verify the number of boxes received. Any discrepancies are handled immediately between Microsystems Customer Service Representative, Microsystems Key Contact, and Client's Key Contact.
- All boxes are entered into our project tracking software. This software will allow for the tracking of boxes through the many stages of production. All production sheets and invoices will include the category name, box number and sales order number information for audit purposes.
- Each employee at Microsystems is required to sign a Confidentially Agreement as it relates to our customers' records. In addition, new employees undergo extensive background checks (including drug testing).



Microsystems, Inc.

Scanning, Microfilming, and Storage

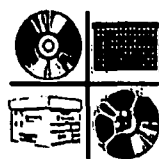
- Security cameras are located at every entryway of our facility with video surveillance software and monitors strategically placed for easy viewing.
- Visitor entrance is through the front entryway only. All visitors are required to sign-in, wear identification and be escorted throughout the building by one of Microsystems department managers or Client representatives.
- Microsystems facility maintains fire suppressing sprinkler and intrusion detection systems, which are inspected and tested annually to ensure these systems are in compliance with all local guidelines. Inspection records can be reviewed upon request.
- In addition, Microsystems has a direct feed (wireless connection) to both the local Police and Fire Departments.
- Old and/or delicate documents will not be put through document feeders during the conversion process. Documents deemed old and/or delicate by department managers will be handled carefully in all areas including scanning by utilizing a flatbed document scanner to digitize its contents.
- Any document breach from the above controls will be communicated by Microsystems to the Client within 24 hours (one business day).
- All servers that contain the Client's images and data are located on-site at our facility. Microsystems servers are protected by firewalls that prevent unauthorized access to our network and are managed to control constantly evolving threats.
- Access to information on our servers is limited to certain groups within our domain (scan, index, and QC personnel). Sensitive information is further limited to certain department managers.
- The Client's information (data and images) on these servers is kept no more than 6 weeks after delivery of such images. After such time and notice to the Client, the images and data are deleted from of our servers.

Scanning Services Methodology / Quality Control Verification Procedures (by department)

After our staff has received and verified the incoming boxes as per the above controls, and we've entered all boxes into our project tracking software our methodology and quality control is best describe by department;

Job Programs

Microsystems key contact is responsible for meeting with our clients and understanding all aspects of the project (job). These instructions are entered into



Microsystems, Inc.

Scanning, Microfilming, and Storage

Microsystems job management software. Each department has access to these instructions. A change in scope for a particular project will necessitate a change in the job program instructions, and automatic alerts will be sent to all production managers.

Preparation

The preparation manager will go over the detailed prep instructions with the prep operators before the start of each job. The operator is instructed to bring all questions about the preparation of a project (i.e. document order, preparation instruction discrepancies) to the attention of the preparation manager. If a question does come up, the preparation manager will meet with Microsystems key contact / customer service, and possibly the Client's key contact to resolve any issues.

If the Client provides a listing sheet detailing the contents of the boxes, these listings will be checked off and verified as preparation occurs. Again, any discrepancies with listings are handled immediately between customer service, Microsystems key contact, and the Client's key contact.

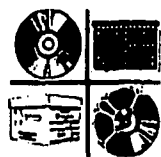
Each box will be prepped into approximately 6 or so 2-3 inch bundles. Each bundle will be rubber-banded and targeted with the bundle number, box number and project number for easy re-assembly or possible requests from the client. Any Client request will be fulfilled within 2 - 24 hours (fax, email, secure ftp, hand delivery or customer pickup).

Scanning

The scanning manager will go over the detailed scanning instructions with the scan operator before the start of each job.

There is, at all times, only one scan operator per scan workstation. Operators are to constantly observe the scanned images from their workstation monitors to help guarantee the best possible image quality. There are several control settings for each project to allow for optimal image quality. If substandard images are observed, they will be immediately rescanned. All 8 ½ x 11 type documents typically will be scanned at 200 or 300 DPI.

Most of Microsystems conversion jobs are hand-fed because of quality concerns of the original documentation. Microsystems, Inc. only uses high-end production scanners from Kodak. These scanners are equipped with double page detection, and image quality enhancement software (perfect page, de-skew, de-spec, and black boarder



Microsystems, Inc.

Scanning, Microfilming, and Storage

removal). Barcode sheets are extensively used to aid in the accuracy of document separation as well as metadata capture.

Indexing

Quality Verification managers go over the detailed index instructions with the index operator before the start of each job. Index operators are also spot checking for image quality and any substandard image will be immediately sent for re-scanning. If a customer provides an electronic file for sharing purposes, this file will be used for what we call match and merge (keeping the indexing costs down to a minimum while allowing for many ways to search a document).

Pre-Delivery

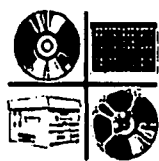
Images are spot checked for image quality. Data is sorted a number of ways and checked for accuracy. Image sizes are checked for any discrepancies. Any image quality issues are handled immediately.

The QV (Quality Verification) manager fully understands the job program instructions, and is responsible for making sure the final product meets the customer's requirements. Images and data are burned onto CD's / DVD's, External Hard Drives or sent via secure FTP. Verification programs are in place to ensure quality burns, or transfers.

Storage Services

If a client wants to store their boxes in our Records Storage facility, all boxes will receive unique barcodes and will be placed onto storage shelves in our warehouse. The box locations are scanned and downloaded into our RS-SQL barcode tracking software. Every movement of a file or box will be tracked based on the client's customized audit trail maintenance program. Box information is keyed into our software which may include customer box number, box description and retention date.

We're proud to be using the world's leading commercial record storage & management software product from O'Neil Software. Running in over 1,000 facilities in more than 75 countries, more of the world's records are managed off-site on RS-SQL than any other software package on the marketplace today. We also offer our customers remote internet access with RSWEB.NET. This access allows our clients to remotely manage and monitor their off-site account from their PC's web-browser. Our clients are able to query deposits, request services, as well as perform data entry functions – all in real time.



Microsystems, Inc.

Scanning, Microfilming, and Storage

Disaster Recovery Plan

Fire Prevention

- No smoking within 100 feet of building regulation strictly enforced
- No storage of hazardous materials
- In-house training and procedures

Fire Control

- ADT heat detection system
- ADT smoke detection system
- Sprinkler system – zoned – all facilities
- Fire department direct connect

Building Security

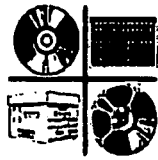
- Motion sensors
- Surveillance cameras
- ADT burglar – alarm system on all entry-ways
- Escorted visitor policy
- Police department direct connect

Off Hours Fire Emergency

- Contact list consists of building owner, President and Vice-President of Microsystems.

Plan Implementation

1. Hold emergency meeting of recovery team to determine the degree of damage – work with fire department with floor plan and minimizing loss.
2. Contact Belfor Inc. (Disaster Recovery Services Partner) to help assist in clean-up removal and records recovery. We will work with Belfor to identify and reconstruct paper records that can be recovered – process includes freeze drying.
3. Contact customers whose records are presently at Microsystems, Inc., report situation, recovery process timetable and start to determine extent of each customer's paper records damage – if applicable.
4. Move operations to 2nd or 3rd facility as required. Both facilities are currently up and running and currently handle additional overflow services.



Microsystems, Inc.

Scanning, Microfilming, and Storage

5. Consolidate or add additional equipment and supplies as required to resume operations within 3 days.
6. Retrieve back-up tapes from off-site storage to re-assemble records manifest, job programs and all customers scanned records
7. Continue to work with Belfor and update all customers who presently have records at Microsystems, Inc.