



STATEMENT OF WORK ("SOW")

for

Webb County District Attorney's Office Case File Scanning Project

TEXAS DIR CONTRACT# DIR-CPO-4426

Customer

Toshiba

Printed Name

Adam Guillen

Printed Name

Printed Title

Director of IT Solutions

Printed Title

Signature

Signature

Date

Date

This SOW by and between Toshiba Business Solutions, Inc. ("TBS") and Webb County District Attorney outlines the services and deliverables for the planned Case File Scanning project (hereinafter known as "Project Services"). This SOW is intended to specify the work to be completed during each phase of the project and to detail the obligations of TBS and Customer. Project Services shall be provided pursuant to this SOW which consists of (i) the Statement of Work set forth below between TBS and Customer and incorporated herein by reference. Customer's acceptance of this SOW shall be authorization for Toshiba's performance of the Project Services set forth in this SOW. Toshiba reserves the right to utilize contractors, subcontractors and sub-subcontractors (for the purposes of this SOW, collectively known as "Contractors". Toshiba represents that all of its Contractors (i) will be competent to perform the Project Services; (ii) will exercise commercially reasonable standards in performing these Project Services; and (iii) will comply with all terms and conditions applicable to Toshiba in the performance of the Project Services. Wherever a reference herein is made to TBS' performance of Project Services such reference shall also refer to the performance of Project Services by Contractors.

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1. Project Contacts

TBS OFFICE DETAILS	
TBS Region	Texas
Address Line1	9803 Sterling Loop
Address Line 2	Suite 140
City, State, ZIP	Laredo, TX 78041
Phone Number	800-292-1151 x7002
Fax Number	
TBS Sales Rep. Name	Christopher Yanes
TBS Consultant Name	Adam Guillen
TBS Analyst Name	

Customer Details			
Customer Name	Webb County District Attorney		
Customer Contact Person	Adela Flores		
Customer Address Line-1	1110 Victoria St. #404		
Customer Address Line-2			
City, State, ZIP	Laredo, TX 78040		
Telephone #:	956-523-4109	Ext:	
Fax Number:			
Email Address:	aflores@webbcountytexas.gov		
Customer Number:			
Contract Number:			

2. Introduction

TBS has prepared this SOW to detail the scope of Project Services and costs for the Project Services. The costs stated were derived by drawing from TBS's experience with similar engagements and using preliminary information received from Customer.

The information in this SOW supersedes all previous estimates or verbal discussions on the project. This document is intended for Customer and TBS only and cannot be distributed to persons or third parties not directly involved with this project without express written consent of both Customer and TBS.

3. Project Objective

TBS will provide design, implementation and support services to the following locations:

1110 Victoria St. #404 Laredo, TX 78040

4. Project Scope

In-scope and out-scope Project Services are:

4.1. In-Scope Functionality

- Consult with Customer personnel
- Educate the Customer IT personnel on the conversion process
- Document Security Processes
- Document Image Delivery

4.2. Out of Scope Functionality:

- Any activity not defined in the In-Scope functionality section of this document

5. Project Deliverable(s)

Deliverable(s):

TBS will provide the following:

1. Document Pickup & Delivery
2. On-demand Document Delivery via Electronic Delivery
3. Document Scanning
4. Document Indexing
 - 3 Index Fields
 - Optical Character Recognition
 - Acceptance Documents (project signoff)
 - User Acceptance Testing
 - Optional Document Destruction

NOTE: It is the responsibility of the Customer to meet the minimum pre-requisites provided to them prior to the conversion services.

6. Services

TBS will provide the following services:

- Project Management
- Technical Assistance during document conversion
- Document Conversion

6.1. Scope of Services

Webb County District Attorney is soliciting proposals from qualified and experienced Document Management vendors to provide a solution for the Webb County DA's need for a Single System of Record for Documents. TBS must demonstrate the ability to perform the work described in this Scope of Services and have significant experience to perform the outlined work successfully. Services to be performed include:

- Off-Site Conversion of Paper Files to Electronic Files for an estimated 600 banker boxes.

6.2. Backfile Conversion – Scanning of Various Record Types

TBS shall scan and convert records with an estimated total page count of 1,200,000 (bi-tonal) to portable document format (PDF) files with optical character recognition (OCR) compatible with Adobe Acrobat. The majority of the pages are expected to be 8-1/2 by 11 inches. All work shall be accomplished by the TBS Statement of Work for Scanning and Indexing of TBS Business Records.

The proposed quote will include document preparation, scanning and conversion, OCR, post-scan handling, scanning verification, and indexing.

- The total estimated page count of 1,200,000 (bi-tonal)
- TBS is proposing one (1) option
 1. Scanning and indexing performed (Off-Site)

In today's EDM world, every document must first be imaged - accurately, efficiently and securely. TBS's Document Imaging and Conversion solution simplifies the entire document capture process – document preparation, scanning, indexing, and conversion. Data that resides on paper, microfilm, microfiche or in a variety of digital formats can be easily converted to whatever delivery format is required.

An integral part of the success of this Webb County DA project is the secure transport and chain of custody transfer of the documents. TBS is a leading services provider of file room moves and has many years of experience with very large customers performing this service.

Security and Fire Prevention

The Conversion facilities feature extensive security that includes:

- 24-hour video surveillance cameras that continuously monitor facility perimeters all entrances & exits
- Secure keypad entry system with very limited distribution of entry code
- Storage floors and storage areas accessible only to authorized personnel
- Temperature and humidity-controlled vaults
- Motion detectors that capture all activity inside each vault
- Secure loading docks inaccessible to the public
- Retrieval and release of documents only to personnel authorized by the account depositor
- Records centers constructed of non-combustible materials
- Fully functional sprinkler & pre-action smoke detection systems conforming to local building & fire codes
- Regular safety and security audits (SOC 2 and HIPAA Compliant)

Transportation

TBS will provide secure document transportation specially secured and alarmed vehicles, specially designed for records transportation. Our friendly uniformed drivers are background checked and drug tested and provides courteous timely service. We have trucks of various sizes to handle one-time volume pickups as well as daily, twice weekly, weekly, monthly, or quarterly service. TBS also sells archive boxes or you may provide pre-assembled boxes.

Quality Control Procedures

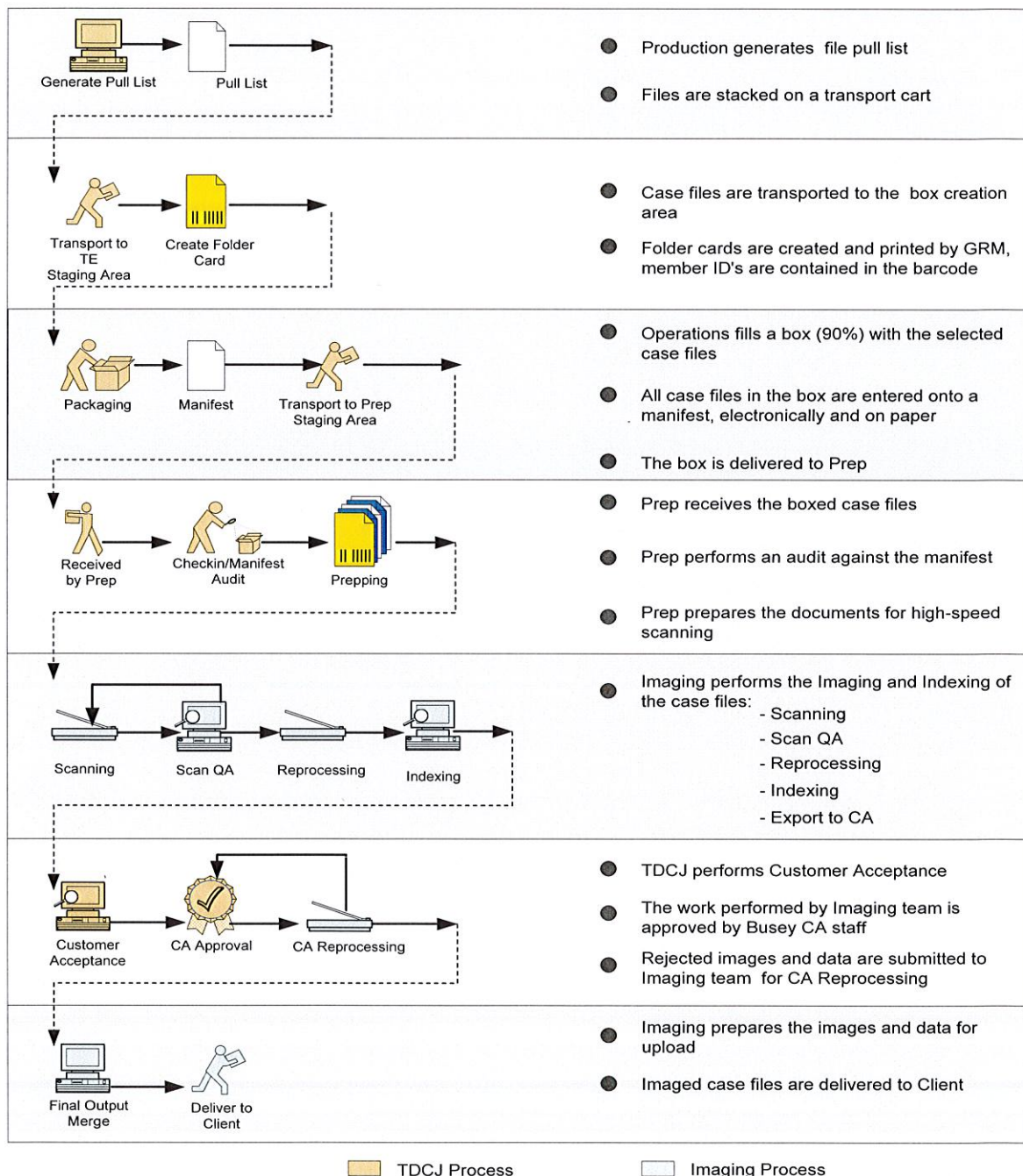
Production Control – TBS imaging includes a full-time Production Control Manager. The Production Control manager monitors daily, weekly and monthly production activity against project-defined benchmarks. The Production Control Manager investigates any deviation from production benchmarks, and resolves any personnel, equipment or other matters affecting production performance.

Production Team Meetings (internal) – The Project Manager, Production Control Manager, and the Production Team hold daily, weekly, monthly meetings as needed to maintain production performance. The Production Team Meeting enables fine-tuning at the task level for each production activity. The Production Team Meeting also provides an opportunity for management and staff to discuss problems, suggest improvements and provide an overall forum for feedback. Material from Production Team Meetings is presented at Project Team meetings as necessary.

Client Services – The Client Services department records all open concerns, communicates with all appropriate parties for resolution, monitors resolution timeframes and promotes a total quality environment within all departments in order to optimize the client experience.

Technical Services – The Technical Services department provides full-time technical support and help-desk resources to promote the optimal performance of all technical services. Image On-Site staff will access Technical Support by contacting tech support at west@tbssupport.net.

Production Process Diagram



7. Professional Services Fees

We offer a service called "Scan-On-Demand" in which a user can request records that are being processed Off-Site Upon request, the file will be located, scanned, and electronically ingested into web hosted solution within 3 hours.

Item	Unit	Description	Price
Document Imaging Services	Per image	All-inclusive price to include document preparation, scanning (Up to 11x17). Examples: First/last name, employee ID#	\$0.075 <u>(Includes up to three index fields)</u>
Document Imaging Services	Per image	All-inclusive price to include document preparation, scanning of photos to be scanned as JPEG.	\$0.20
Indexing	Per image	Any additional index fields	\$0.035
OCR	Per image	Optical Character Recognition to make all full documents text-searchable	(Included)
Labor, boxing (Hours)	Per hour per person	Loading and boxing of documents from the location for transport	\$45.00 per hour (plus \$2.50 per box if needed)
Transportation	Per trip	Picking up boxes from your location and transporting to the facility	Estimated \$1,000 total
Document Storage	Per CF	Secure Record Storage	\$0.25 90-days review period NO CHARGE.
Document Destruction	Per CF	Secure Shredding (including certification)	\$2.75 (optional)

**estimated 1,200,000 images (estimated 600 bankers boxes)*

Project Estimate

Document Preparation & Scanning @300 DPI, OCR *1,200,000 images @ \$0.075	\$ 90,000.00
Labor & Boxing Estimate 8 hours	360.00
Quality Assurance	Included
Transportation	\$1,000.00
60 Day Secure Storage (optional)	FREE
Destruction after Storage (optional)	FREE
Total Scanning Project*	<u>\$91,360.00</u>

8. Monthly Invoicing

During this project, TBS will request that you sign and date each month of the services rendered during said month to signify completion and acceptance of the monthly services related to the Document Conversion project. If additional documents other than listed below are required, TBS reserves the right to document and incorporate a Change Order to this SOW.

9. Completion Criteria

Upon completion of the Project Services detailed in this SOW the project will be considered complete and Customer will be required to sign the *Solutions Delivery and Acceptance* form.

10. Change Management

While this SOW is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services, it is not intended to encompass every conceivable obligation and responsibility that may arise. Circumstances that would warrant additional time and/or expense allocated to the Project Services may occur. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, or Deliverables will be communicated in writing and agreed to by both TBS and Customer via TBS's Project Management personnel. A Change Order Authorization ("COA") form may be added to this agreement to amend and set forth the effective date, purpose, description and price, if applicable.

The work required to address these changes will be scoped and presented to Customer as a COA to include any additional time, materials or cost. The following list provides a detailed process to follow if changes to the scope of this SOW are required.

- A COA will be the vehicle for communicating change and will be prepared by the TBS lead Solutions Analyst assigned to this project. The COA must describe the change, the reason for the change, and the effect the change will have on the project.
- Both Project Managers will review the proposed change and approve. The review will determine the effect the COA will have on price, schedule, and other terms and conditions of this SOW.
- A written COA must be signed by both parties to authorize the implementation of any changes.

11. Support

TBS will provide implementation support for this project through to its completion. This includes but is not limited to ensuring services and any installed applications are performing to manufacturer's specifications.

Upon completion of the project, Customer will have access to Toshiba Solutions Personnel for technical issues.

12. SOW - Assumptions

The following are the general assumptions on which this SOW and Professional Services Fee are based. If any of these assumptions either change or are incorrect a COA may be required, which may result in additional Professional Services fees. Please review this section to make sure these assumptions are correct.

- Customer is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
- Customer is responsible for providing original manufacturer documentation for all existing hardware, software, and logs/records of current file box inventory.
- Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Access to equipment and facilities will be unimpeded. If access delays occur, work may be considered out of scope and may be required to be done outside of business hours at an overtime premium. Normal hours are Monday through Friday 8 a.m. to 5 p.m. local time, excluding holidays.
- Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis. Current rate is \$225 per hour.
- TBS is not responsible for any conflicts with existing hardware or software that is no longer supported by the manufacturer.
- TBS is only responsible for integration tasks outlined in this proposed SOW. Any work outside of this SOW will be handled through a COA Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
- Backup equipment and media provided by Customer.
- UPS equipment and media provided by Customer.
- Customer will provide technical and application support for configuration and testing of Customer specific information. TBS does not warrant Customer applications.
- Customer will provide systems personnel for the project familiar with all aspects of Customer's indexing requirements, enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this project – to work in conjunction with the TBS team. Additionally, a desktop technician may be required to perform Customer -side duties.
- Customer will communicate the project to appropriate users.
- Customer will make available all the appropriate resources, systems, network access, reports and any/all other data elements required for TBS to complete the deliverables and other research necessary to complete this project as contained herein.
- TBS will have access to Customer facilities and technical resources for the completion of this project and may conduct a substantial portion of the study offsite at its own facilities.
- Deliverables and related activities have been explicitly defined herein, and anything not specifically included, but desired to be completed is to be addressed through the change management process.
- Customer is responsible for appropriately scaled servers as provided in the specifications from TBS, if required.
- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost and with a potential impact to delivery times).
- Customer will provide a dedicated project manager to provide management, reporting, day to day project tracking, move/add/change requirements, and cross coordination of requirements.

13. Customer Responsibilities

The following are the Software specific activities that are the responsibility of Customer. If there is a change in these responsibilities, a COA may be required and could result in additional Professional Services fees. Please review this section to make sure these responsibilities are correct.

- Suitable hardware to host the Software application components, if required.
- Suitable Operating Systems software and licenses for the above hardware.
- Hardware and software maintenance for all servers.
- Network configuration information to assist in solution design, if required.
- Deploy Software with the assistance of Customer IT Personnel to Customer desktops (if required)
- Network connectivity between all solution components (if required)
- Daily backups for all data related to TBS Systems Software system (if required)
- Inclusion of Software servers in routine maintenance activities (anti-virus, backup, etc.)
- Identify a Project Sponsor with sign-off authority and ability to facilitate Customer stakeholder participation
- Provide the resources to complete Customer responsibilities defined in the Deliverables section of this SOW.
- Provide access to key personnel and information needed to complete the project.
- Provide access to technology resources with an understanding of the hardware and software environments contemplated in this project.
- Provide the appropriate physical and network access to onsite resources, including IT areas and all necessary fees, licenses, and release forms, related to photos, logos, and imagery that are to be provided to TBS.
- Provide a workspace for TBS staff to use onsite. (if required)
- Report on any Customer technical or resource issues that would delay, hinder or adversely affect the deployment of the solution or its performance in the Customer environment.
- Routine system administration of the Software solution:
 - System Maintenance Tasks
 - Resolution of Software system alerts as listed in the solution application
 - Daily monitoring of Server Health
 - Backup of all Software data and system settings
- Distribution of Software upgrades to Customer PC's as needed. (if required)
- Installation and deployment of software updates. (if required)
- Accept title and/or license upon delivery/installation for product and/or software purchased if applicable.
- Sign appropriate TBS finance document for leased or financed transactions. (if required)

14. TBS Responsibilities

The following are the Software specific activities that are the responsibility of TBS.

- Secure Pickup, Delivery, and Storing of Physical Documents. (if required)
- Software license key (if required)
- Technical specifications
- Software revisions, updates, and patches during the term of the agreement (if required)
- Installation of the Software components (if required)
- Solution training (if required)
- Email and phone support for the duration of the contract
- Technical Services included in the Annual Support & Maintenance Agreement
- Software updates and patches are included in the Annual Maintenance and Support Agreement
- Support for the download of software updates is included in the Annual Maintenance and Support Agreement.
- Services associated with the installation and deployment of updates, patches, bug fixes and updates to any component of this SOW are outside of this agreement and will require a separate project plan and SOW.

15. MISCELLANEOUS

1. This SOW is proprietary to TBS, and TBS reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to TBS and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of TBS.
2. TBS is only responsible for integration tasks outlined in this proposed SOW. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
3. TBS and Customer will be and act as an independent contractor and not as agents or partners of, or joint ventures with, the other Party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither Party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.
4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUE OF ANY KIND OR INCREASED COST OF OPERATIONS, THE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT DAMAGES WERE FORSEEABLE. EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY, EXCLUDING A PARTY'S INDEMNITY OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, INTELLECTUAL PROPERTY, PRODUCT LIABILITY AND CUSTOMER'S OBLIGATION TO PAY ALL FEES INCURRED UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVED DIRECT DAMAGES NOT TO EXCEED TWELVE (12) MONTHS BILLING IN THE AGGREGATE.
5. CUSTOMER ACKNOWLEDGES THAT TBS DISCLAIMS ALL IMPLIED WARRANTY, INCLUDING OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL PRODUCT DELIVERED AND

INSTALLED AND ACCEPTED ARE ACCEPTED SUBJECT TO THE MANUFACTURER'S WARRANTY WHICH IS THE SOLE EXCLUSIVE REMEDY FOR WARRANTY CLAIMS ON PRODUCTS AND SOLUTIONS.

6. Customer agrees that all inventions, improvements, discoveries, or developments, including but not limited to all deliverables, specifications, designs, documentation, and other materials developed or authored by TBS, that TBS may make or conceive, either solely or jointly with others, whether arising from TBS's own efforts or suggestions received from any other source, and arising out of the Project Services provided under this Agreement, are the sole property of TBS. To the extent that Customer would have a claim to any such rights, Customer hereby irrevocably grants, conveys, and assigns to TBS all such rights therein, including but not limited to all patents, copyrights, trade secrets, and all other proprietary rights.
7. Customer shall indemnify, defend and hold harmless TBS for: (i) any damage or injury caused by or arising from the acts or omissions or misconduct of Customer, its employees or agents, in the performance of or relating to the Work for which TBS was retained by Customer unless such act or omission was caused by TBS's gross negligence or willful misconduct; (ii) any breach by Customer of the SOW or this Agreement hereto, and (iii) any claim of infringement of any patent, trademark, copyright, trade secret or other intellectual property right by any third party against the Customer related to or arising out of the Work provided by TBS.
8. Neither party shall be responsible for circumstances beyond its reasonable control that make its performance impossible or delays its performance under this SOW. To the extent that a party is delayed by such causes, the time to perform will be extended, except with respect to the obligation to pay money to the other party, which period shall not be extended.
9. Neither party shall infringe, or constitute an infringement or misappropriation of any Third-Party software license agreements or intellectual property rights.
10. Neither party may assign any of its rights or delegate any of its obligations under this Agreement whether by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment in violation of this Section will be void and of no effect.
11. The laws of the state of California shall determine the validity, enforceability and interpretation of this SOW. Any controversy arising hereunder, that the parties cannot resolve by negotiation with one another, shall be heard in a court in Orange County, CA.
12. If either party defaults in performance of any of its material obligations under this SOW or any Schedule, and: (i) such party fails to substantially cure such default within thirty (30) days after receipt of written notice of such then the party not in default shall have the right to terminate this SOW. Termination of this SOW shall not affect any outstanding payment or reimbursement obligation incurred for services provided prior to default and accepted.
13. Payment terms are Net 30 days. All amounts more than 30 days past due shall be subject to a one percent (1%) monthly late fee or the highest amount allowed by law.

1.1.1 Referenced Documents

Document Title	Document Description
Change Order Form	Document used when the original agreed upon project scope modification is requested by Customer.
Monthly delivery and Acceptance	Monthly document signed by the customer acknowledging that conversion services have been rendered at month end and an invoice will be issued for the services performed during the named month.
Project Delivery and Acceptance	Document signed by the customer acknowledging that the solution functionality, as agreed upon, is accepted.

SOW
Change Order Authorization

DS Project Name: [Insert Project Name]

PSA Number (if Applicable): [Insert PSA Number]

Change Order Number: [Insert Change Number]

This statement of work Change Order Authorization ("COA") is made and entered into by and between **Toshiba America Business Solutions, Inc. ("TOSHIBA")**, located at 25530 Commercentre Drive, Lake Forest, CA 92630, and [CUSTOMER], located at _____ ("CUSTOMER ADDRESS"), collectively "parties". This COA is hereby incorporated by reference into the Project SOW between the Parties as of the Effective Date below. This COA shall continue in effect until the termination or expiration of the Project SOW, unless sooner terminated in accordance with the terms of the Project SOW or as indicated herein. Parties agree that this COA hereby amends and/or modifies the referenced Statement of Work as follows:

Effective Date:	
Purpose of Change:	
Change Description (if attachments are necessary, please number sequentially as Appendices)	
Pricing:	
Facsimile and electronic signatures shall have the same effect as written signatures	
The Parties have caused this COA to be executed and each individual whose signature appears below hereby warrants that they are duly authorized to execute this COA on behalf of the Party they represent:	
TOSHIBA	CUSTOMER
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date: