

RESOLUTION NO. 04-68

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO OFFICE EQUIPMENT; RATIFYING THE EXECUTION OF A CONTRACT WITH MCCi FOR DOCUMENT IMAGING SYSTEM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay adopted Resolution 04-61 wherein the Village Manager was authorized to negotiate and enter into an agreement for a Document Imaging system and services through MCCi in order to facilitate the management, access, retrieval and disposition of public records; and

WHEREAS, as the State Negotiated Agreement Price Schedule for software was expiring on September 1st, it was necessary to execute the contract in order to secure the lowest possible price; and

WHEREAS, the Village Attorney's office had drafted a contract which was agreed to by MCCi.

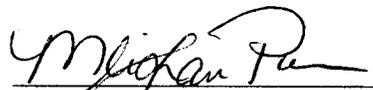
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The contract for document imaging system and services through MCCi as attached is ratified.

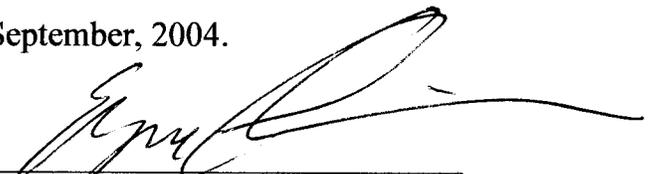
Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 8th day of September, 2004.

Attest:

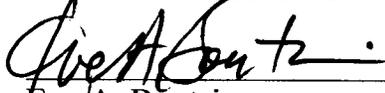


Meighan Pier
Village Clerk



Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:



Eve A. Boutsis,
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>YES</u>
Council Member Paul Neidhart	<u>YES</u>
Council Member John Breder	<u>YES</u>
Vice-Mayor Linda Robinson	<u>YES</u>
Mayor Eugene P. Flinn, Jr.	<u>YES</u>

K:\Users\mpier\Resolutions\Res-Ratify-document imaging.doc

**CONTRACT BETWEEN VILLAGE OF PALMETTO BAY
AND MCCi, LLC**

This contract is made and entered into this ___ day of August, 2004 between the Village of Palmetto Bay (village), a Florida municipal corporation, located at 8950 SW 152nd Street, Palmetto Bay, Florida 33157 and MCCi, a Florida limited liability company and subsidiary of Municipal Code Corporation, a Florida corporation, located at P.O. Box 2235, Tallahassee, Florida 32316 (contractor).

WITNESSETH:

WHEREAS, the village issued a Request for Proposal (RFP) for scanning and imaging software and hardware services and contractor is the lowest price bidder and qualified candidate which was selected by the village council.

WHEREAS, the village desires to engage and retain the services of the contractor to perform the scanning and imaging software and hardware services as described in this contract and the contractor desires to accept the engagement; and,

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

1. WHEREAS CLAUSES

1.1. The above whereas clauses are incorporated and made a part of this contract.

2. STATEMENT OF WORK

2.1 The statement of work for this project shall be as provided in the attached exhibit 1, which is incorporated and made a part of this contract. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.



village

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3. COMMENCEMENT DATE AND TERM

3.1 The services provided for in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the Client. Thereafter, this agreement will be automatically renewed from year to year, provided either party may alter or cancel the terms of this agreement upon sixty (60) days written notice.

3.2 Work shall commence upon the issuance of a written task order by the village. Work shall proceed in substantial compliance with the schedule of services contained in the statement of work.

4. PAYMENT

4.1 The village shall pay the contractor the contract amount(s) provided in the statement of work pursuant to exhibit 1, MCCi quotation sheets at pages 7-8. The amount shall be either a fixed price or shall be based on agreed charges for time and materials for an amount not to exceed the stated fixed amount. The amount to be paid shall be stated in the task order authorizing the work.

4.2 The village shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the village's contract officer specifically authorizes the extra or additional work, in a written task order before the commencement of the work.

5. TRANSFER AND ASSIGNMENT

5.1 None of the work or services under this contract shall be subcontracted unless contractor obtains prior written consent from the village. Approved subcontractors shall be subject to each provision of this contract and contractor shall be responsible and indemnify the village for all subcontractors' acts, errors or omissions.

5.2 The contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the village; provided, however, that claims for money by the contractor from the village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the village's approval. Written notice of any assignment,



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transfer or pledge of funds shall be furnished within 10 days by the contractor to the village.

6. MODIFICATIONS – CHANGE ORDERS

6.1 The village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the work. The village may order temporary stoppage of the work or delay in performance that does not alter the scope of work. Changes, including any increase or decrease in the amount of the contractor's compensation, shall be incorporated in written amendments to this contract.

6.2 If any change causes an increase or decrease in the price charged, the maximum amount of the contract, or the time required for performance of any part of the work under this contract, or otherwise affects the conditions of this contract, the village shall make an equitable adjustment to the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract with a written change order.

7. TERMINATION FOR DEFAULT

7.1 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination.

7.2 Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

7.3 Contractor may terminate this contract prior to the expiration of the initial term or any subsequent renewal term upon not less than 10-days prior written notice to the village in the event that contractor is unable to complete the services identified in paragraph 2.1 due to causes beyond contractor's control.

7.4 The village shall have no liability to the contractor for future profits or losses in the event of termination for default; however, contractor shall be compensated for work actually performed.

7.5 The rights and remedies of the village provided in this provision shall not be exclusive and are in addition to any other rights and



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remedies provided by law or under this contract.

7.6 Should contractor provide the village with written notice of cancellation of contract, contractor will be required to refund a pro-rata share of the compensation identified in paragraph 4.

8. TERMINATION FOR DELAY

8.1 If the project is suspended or the contractor's services are delayed by the village for more than 30 consecutive days, the contractor may terminate this contract by giving not less than 10 days written notice.

8.2 The liability of the village upon termination by the contractor for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by contractor to the time of termination by contractor. The village shall not be liable for future profits or losses.

9. TERMINATION FOR CONVENIENCE

9.1 The village may terminate this contract for convenience at any time by giving 10 days notice in writing to the contractor. The contractor will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Contractor will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The village shall not be liable for future profits or losses.

9.2 In the event that the village improperly terminates the contract for default under paragraph 7, the termination shall be deemed a termination for convenience under this paragraph.

10. TERMINATION FOR LACK OF FUNDS

10.1 Notwithstanding any other provisions of the contract, if the funds anticipated by the village for the for the payment of work under this contract are at any time not forthcoming, through the failure of the village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the village shall


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have the right to terminate the contract without penalty by giving not less than 10 days written notice of the lack of available funding.

10.2 In the event the village declines to appropriate funds for payment of the contract for future fiscal years, contractor shall be paid for work performed under the contract with funds that are appropriated for the current fiscal year. The liability of the village to contractor shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

10.3. For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the village to contractor shall be limited to payment for services when payment is received by the village from the county, state or federal authority. The village shall submit all required documents requesting payment within a reasonable time. The village shall not be liable to contractor for work performed in the event that payment is not received by the village from a county, state or federal funding authority. This is a pay-when-paid clause.

11. NO DAMAGES FOR DELAY CLAUSE

11.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the village by reason of any delays. The contractor shall not be entitled to an increase in the contract sum or payment of compensation of any kind from the village for direct, indirect, consequential, impact, mobilization, demobilization, or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the village or its agents. Otherwise, the contractor shall be entitled only to extension of the contract time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

12. LIQUIDATED DAMAGES

12.1 It is mutually agreed that time is of the essence in the performance of this contract. Should the contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the contractor, and the village will retain the amount of, \$100.00 per calendar day as fixed, agreed, and


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liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension of time. The sum shall represent the actual damages which the village will have sustained by failure of the contractor to complete the work within the specified time; it being further agreed that the sum is not a penalty, but is the stipulated amount of damage sustained by the village in the event of a default by the contractor.

13. RIGHT TO WITHHOLD

13.1 If work under this contract is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to the contractor, of any sums as the village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the village may apply the sums in the manner as the village may deem proper to secure itself or to satisfy the claims. The village will provide contractor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

14. INTEREST PAYMENTS DUE TO LATE PAYMENT

14.1 The village shall make payment to contractor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by Section 218.74, Florida Statutes.

14.2 Contractor shall not be entitled to any carrying charges or finance fees due to late payment by the village.

15. LIENS

15.1 The Contractor, subcontractors, suppliers and laborers are prohibited from placing a lien on village's property.

16. INDEPENDENT CONTRACTOR

16.1 The contractor is furnishing its services as an independent contractor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

17. INSURANCE AND INDEMNIFICATION



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17.1 The village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the contractor or its subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the contractor, the village in no way assumes responsibility or liability for the acts, errors or omissions of the contractor or subcontractors.

17.2 The contractor shall not commence work under this contract until it has obtained all insurance required by the village. The contractor shall defend, indemnify and hold the village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the contractor, or the contractor's subcontractors, suppliers and laborers incident to the performance of the contractor's services under this contract. The contractor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

17.3 The contractor shall maintain during the term of this contract the following insurance:

A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name village as additional insured and shall reflect the hold harmless provision contained herein.

B. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.

C. The policies shall contain waiver of subrogation against the village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the village may have. The village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the village.



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D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

17.4 The contractor shall furnish certificates of insurance to the village prior to the commencement of operations. The certificates shall clearly indicate that the contractor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the village.

17.5 Compliance with the foregoing requirements shall not relieve the contractor of its liability and obligations under this contract.

18. WARRANTY

18.1 Contractor will provide the village with all software and hardware manufacturer's warranties of merchantability, fitness and for particular use, which warranties are attached to this contract as exhibit 2.

19. MEDIATION

19.1 Any claim or dispute arising out of or related to this contract shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.

19.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

19.3 Contracts reached in mediation shall be enforceable as settlement contracts in the circuit court for the 11th judicial circuit for the State of Florida.

20. JURISDICTION AND VENUE

20.1 For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.



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21. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

21.1 The village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

22. NOTICES

22.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

23. CONTRACTING OFFICER REPRESENTATION

23.1 For the purposes of this contract, the contracting officers are as follows:

To the Village: Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, Florida 33157
Attention: Village Manager

To Contractor: MCCi, LLC P.O. Box 2235
Tallahassee, Florida 32316
Attention: Lawton Langford, Managing Director

24. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

24.1 The village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.



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24.2 The contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as subparagraph 24.1 above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

24.3 The right to access and examination of records in subparagraph 24.1 shall continue until disposition of any mediation, claims, litigation or appeals.

25. OWNERSHIP OF DOCUMENTS

25.1 All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the contractor under this contract shall be deemed the property of the village and the village shall have all rights incident to this ownership. The contractor acknowledges that all documents prepared under this contract shall be public records, and shall be subject to public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this contract and any extensions, all documents shall be delivered by the contractor to the village. The contractor shall have the right to retain copies of the documents at the contractor's expense.

26. SEVERABILITY

26.1 Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

27. ENTIRE CONTRACT

27.1 The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.



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28. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

28.1 Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and contractor has not, and will not, pay a fee the amount of which is contingent upon the village awarding this contract to contractor.

28.2 Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

28.3 A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the contractor.

29. WARRANTY OF AUTHORITY

29.1 The signatories to this contract warrant that they are duly authorized by action of their respective village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

30. MISCELLANEOUS

30.1 In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.



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PROFESSIONAL SERVICES PROPOSAL

MCCi, a Limited Liability Company and subsidiary of MUNICIPAL CODE CORPORATION, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCi, hereby offers the LaserFiche Software & Services to the Village of PALMETTO BAY, FLORIDA, a corporation duly organized and existing under state law, hereinafter referred to as the Client, according to the following terms and conditions.

MCCI DOCUMENT SERVICES

1. **INTEGRATING WITH LASERFICHE.** MCCi will scan and integrate the documents with LaserFiche's Software and provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and fuzzy logic. The search engine will allow the Client to search thousands of documents at one time or a select field of documents using: text, proximity, wildcard, fuzzy or Boolean search logic. The Client will be provided with one CD-ROM with text documents linked to Images. Please be aware that MCCi charges per scanned image, single pages that require multiple scanning (ie: multiple documents, & multiple documents that share a page) will be billed accordingly. Handwritten documents will be searchable by keyword index only.
2. **LASERFICHE WEBLINK.** MCCi will post the database to the web for a minimal annual fee at www.mccinnovations.com. The database is updated at the same time as your LaserFiche account. The Client may create a link to this site at no charge.
3. **DELIVERY.** MCCi will deliver the documents integrated with LaserFiche within 90 days after receipt of the printed documents. Should MCCi require additional time, the Client will be notified immediately. The delivery for updates to the database will be 60 days.
4. **PAYMENT & BILLING TERMS.** MCCi will invoice project with shipped. Payment will be due upon receipt of an invoice.

LASERFICHE SOFTWARE & HARDWARE

1. **LASERFICHE SOFTWARE.** MCCi will provide LaserFiche (LF) Software, a full-featured version of LaserFiche. This software is a records repository allowing storage, retrieval and imaging of all documents. Capabilities include an intuitive browse window, index cards, full-text indexing, keyword template search, fuzzy word search, and virtually unlimited folders, giving users access to any document instantly. LaserFiche provides a truly concurrent licensing structure. Instead of purchasing a license for every computer with LaserFiche installed, licenses can be purchased to suit the needs of the number of people enterprise-wide that will use LaserFiche. The number of licenses purchased equals the number of concurrent users of LaserFiche. For example the 12 Retrieval users could be installed on 20 different PCs but only 12 of them could access the system simultaneously. A list of system features is enclosed. A list of system features is enclosed.
 - **LASERFICHE TEAM:** LaserFiche Team is a MSDE (Microsoft Data Engine) version of LaserFiche and comes with one MSDE database with a capacity of 1,000,000 documents. The MSDE version is suitable for small system installations. With this package you can choose the number of full users and retrieval users. LaserFiche Team is upgradeable to LaserFiche United (MS SQL).
2. **LASERFICHE PLUG INS, UTILITIES & TOOLS.** MCCi can provide additional LaserFiche Plug-ins Utilities, & Tools software. LaserFiche offers a selection of add-ons and development tools designed to let you tailor LaserFiche to meet your needs.

Capture Plug Ins:

new system (server, full and retrieval users) price and the old system (server, full and retrieval users) price must be greater than or equal to 10% of the new system price. Otherwise, a minimum software upgrade adjustment will be applied to comply the 10% price difference requirement. One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of LSAP can be applied towards the new purchase of one year of LSAP for the new products.

4. **SOFTWARE SUPPORT.** Software Support for the above software packages is offered by MCCi and Compulink. (Developers of LaserFiche software) Any Updates requiring shipment of Software requires Client to pay shipping costs. LaserFiche Software Assurance Plan (LSAP) includes: Telephone or E-Mail support for software related issues, All new software version updates, 24-hour FTP and web site access and Technical bulletins and newsletters
5. **SOFTWARE INSTALLATION.** MCCi will install all software outlined here in. If additional software is needed to bring the site up to specifications customer will be billed accordingly.
6. **END USER TRAINING.** MCCi will provide instructor-led hands-on training in the operation of the LaserFiche Software and Plug-ins. Training arrangements will be dependent upon number of users purchased. Training will involve demonstrating the setting up of volumes, templates, and folder hierarchy. Training also includes how to Scan, Optical Character Recognition (OCR), Index, and Search the documents and more.
7. **SYSTEM ADMINISTRATOR TRAINING.** MCCi will provide a one day training session to your organization's Systems Administrator. The Training will include Configuring LaserFiche System, Database Maintenance, Security Settings, Data Back Up, Methods of Communication for LaserFiche Software Support, and Solution Development.
8. **SITE PREPARATION.** Site should be ready for installation according to specifications outlined within the LaserFiche brochures listed under "Technical Specifications". Any additional work by our IS installation team not covered in this contract, ie: Network modification and reconfigurations; will be billed at \$125 per hour.
9. **PERSONALIZED PROFESSIONAL SERVICES & SUPPORT PACKAGE.**
 - **Solution Development/Consultation.** MCCi will consult with end users, retrieval viewers, and also the System Administrator, in an effort to develop strategies for Document Management prior to the initial installation and user training. This includes: Researching various documents in order to determine desired organization and retrieval capabilities of those documents, and Consultation on the indexing of documents (Our experience in indexing is invaluable). This service is a session that involves showing you how MCCi's other customers are using their systems, and also many of the solutions that we have developed for customers, such as the development of a Records Retention program within LaserFiche. We also refer to this as a "hand holding package" for the first year after system implementation.
 - **User Telephone or E-mail Support:** This service is offered by MCCi to augment the LaserFiche Software Assurance Plan. This service provides for MCCi to provide Telephone (or Email) User question support by the next business day for questions relating to the use of the software which is not covered in the Software Support.
 - **Remote Access Support:** If your system meets all requirements MCCi will include the installation and training on the use of Remote Access Software. Remote Access Software will let MCCi provide helpdesk support remotely. It will allow our helpdesk to be more efficient and reduce call times by enabling our helpdesk to take control of your machines remotely to resolve problems faster. The use of Remote Access Software can save you both time and money by reducing the delays in resolving software issues without costly on-site visits.
 - **Annual On Site Review & Analysis:** This annual service is intended to ensure that your organization is using the system to its fullest capabilities. MCCi will access your system to review and analyze how your organization is using the LaserFiche System in its day to day operations. MCCi will identify any potential problem areas and make recommendations for better use of the system. MCCi will provide any additional training necessary for making recommended improvements and also task specific training that you have requested. MCCi will review your organizations database backup procedures to ensure the data backup is being performed as recommended. MCCi will also provide consultation with members of your organization to assist in developing Document Management solutions specific to your needs. This analysis is designed to be implemented 6 months after the initial LaserFiche

- **LaserFiche Import Agent™** automates document importing and document management within LaserFiche, particularly well-suited to work with multi-function peripherals
- **LaserFiche Universal Capture™** supports specialized capture devices such as microfilm scanners, copier-scanner hybrids and x-ray scanners
- **LaserFiche Remote Scanning™** delivers high-speed scanning via WANs and the Internet for remote offices and branch locations
- **LaserFiche ScanConnect™** scanning support for a wide variety of desktop and production document scanners
- **LaserFiche Quick Fields™** automates document sorting and indexing for reduced data entry costs and manual indexing errors
 - **QF Real-time look up:** look up and extract data from a 3rd party database, verify values extracted from an image matched values in the 3rd party database
 - **QF Universal Capture:** provides additional scanner support
 - **QF Zone OCR:** scan a zone on an image captured by QF for text
 - **QF Bar Code Recognition:** read bar codes on images captured by QF.
 - **QF Quick Forms:** permits multiple document classification, as well as include advanced capabilities such as form recognition, form registration, form removal and optical mark recognition.
 - **QF Document Classification:** designed for clients who deal with multiple forms, and will recognize and process multiple document types.
 - **QF Annotation/Bates Numbering:** The Bates stamp option is a document auto-numbering annotation option
- **LaserFiche Snapshot™** creates archival images of electronic documents for full-text indexing

Distribution Plug Ins

- **LaserFiche WebLink™** provides secure document access to remote offices, clients, even the public, via standard Web browsers.
- **LaserFiche Plus™** CD publishing offers document portability, simplified disaster recovery planning and improved business continuity.
- **LaserFiche E-Mail Plug-in™** allows instant electronic document distribution via standard MAPI-compliant e-mail applications.
- **LaserFiche COLD/COLD Plus™** archives machine-generated reports to digital media, eliminating great quantities of paper reports, cutting storage costs and allowing immediate report retrieval.
- **LaserFiche COLDLink™** delivers maximizes COLD productivity benefits with single-interface access to COLD and LaserFiche imaging databases.

Workflow

- **LaserFiche Workflow:** Efficiency and accountability-enhancing document routing, e-mail notification and audit trail reporting.
- **LF Basic Audit Trail Module:** Administrative monitoring of all LaserFiche document activity. LF Basic Audit Trail now captures...LOGIN, LOGOUT, MOVE, COPY, RENAME, DELETE, CREATE, VIEW, and MODIFY
- **LF Advanced Audit Trail Module:** LF Advanced Audit Trail adds the following event capture capabilities to the Basic Audit Trail module...SEARCH, PASSWORD, FIELDS, ANNOTATE, MIGRATE, and EXPORT (client-side export, e-mail, and print logging).

Integration

- **LF Integrator's Toolkit:** Tools & documentation necessary for customizing LaserFiche
MCCi will be happy to quote any of the above options, with the associated training expense upon your request.

3. **LASERFICHE SOFTWARE UPGRADE.** When software is upgraded, the old copy of the software must be returned and will no longer be a valid copy. Proof of previous purchase is required to receive upgrade. Upgrade credit applied towards new purchase is 100% of original purchase price. The difference between the

Software installation, and would be performed annually after that date, if the client chooses to renew the package after the first year.

- 10. RECOMMENDED HARDWARE SPECIFICATIONS.** MCCi will provide necessary consultation as to the compatibility of current hardware with the LaserFiche system. Changes and recommendations will be made at the time of consultation. See system requirements below. Please keep in mind that these are the minimum system requirements. All scanners also require the ScanConnect Software, which is quoted below.

SCANNING STATION PC

Operating System: Windows 98, Windows NT (service pack 5 or higher), Windows 2000 or XP
CPU: 800 MHz processor or faster
Memory: 256 MB RAM; Communications: TCP/IP
Web browser: Internet Explorer 5 or higher

CLIENT REQUIREMENTS

Operating System: Windows 98, Windows NT (service pack 5 or higher), Windows 2000 or XP
CPU: Pentium II 500 MHz processor or faster
Memory: 128 MB RAM; Communications: TCP/IP
Web browser: Internet Explorer 5 or higher

SERVER REQUIREMENTS

Operating System: Windows NT (service pack 5 or higher), Windows 2000, or Windows 2003.
CPU: Pentium III 700 MHz processor or faster
Memory: 512 MB RAM minimum; 1 MB per additional user
Communications: TCP/IP
FOR LF UNITED VERSION ONLY: Database Engine: MS SQL Server 2000 (service pack 3 or higher)

WEBLINK REQUIREMENTS

Operating System: Windows 2000 w/ Internet Information Service 5.0
CPU: Pentium III 650 MHz processor
Memory: 256 MB RAM

SCANNERS

Must utilize ISIS drivers

- 11. HARDWARE.** Hardware prices do fluctuate frequently. Pricing will be confirmed prior to order. Support for all Hardware is provided by the hardware manufacturer and is the responsibility of the Client. Warranties for all hardware can be quoted upon request.

- 12. PAYMENT & BILLING TERMS.** MCCi will invoice fifty percent (50%) of the total contract amount upon scheduling of installation. Remanding amount will be invoiced and billed upon completion of installation. Payment will be due upon receipt of an invoice.

**MCCI DOCUMENT SERVICE
QUOTATION SHEET**

DOCUMENT SCANNING SERVICES

- Hard copy documents integrated with LaserFiche (up to 11" x 17") \$0.23 per page
Includes Scanning, OCR, Indexing (up to 3 fields) and 1Runtime Licensed CD
**Note: This cost is based upon documents being provided to MCCI pre-prepped and ready to scan (paper clips, staples, tape, etc removed).*

- Large Format documents integrated with LaserFiche (up to 36" x 48") \$2.35 per page
Includes Scanning, OCR, Indexing (up to 3 fields) and 1Runtime Licensed CD
**Note: This cost is based upon documents being provided to MCCI pre-prepped and ready to scan (paper clips, staples, tape, etc removed).*

PICK UP & DELIVERY OF DOCUMENTS: *All documents must be prepared and packed in boxes prior to arrival.*

- Pick up & delivery of documents, per box \$5.00 - \$15.00

- 1.5 cu ft box (Letter size/stackable) \$5 per box. 2 cu ft box (Legal size/stackable) \$7.50 per box.
- 1.5 cu ft box (Letter size/not stackable) \$10 per box. 2 cu ft box (Legal size/not stackable) \$15 per box.

Pricing for boxes that are larger or smaller than above will be determined on request. A minimum of \$25.00 per pickup and \$25.00 per delivery is required.

ADDITIONAL SERVICES

- Additional CD's, per CD \$50

We request _____ additional CD (s).

- Documents on the Internet (if purchased with initial integration, annual fee) \$300
Storage fee, per page \$0.07
Includes, quarterly updates
**The above internet charges will not exceed \$1,000 for a one year period*

UPDATES: Costs for future updates

- Updates to LaserFiche Database, per page \$2.00

- Updated CD, per CD, per update (choose option below) \$50
 - Updated CD Quarterly
 - Updated CD Semi-Annually
 - Updated CD Annually

We request _____ CD (s) at each update.

PAYMENT

Payment will be due upon receipt of an invoice. This project will be invoiced when shipped.

LASERFICHE SOFTWARE QUOTATION SHEET

**The below pricing is based upon our SNAPS II pricing which expires 9/1/2004. Pricing is subject to change after this date.*

SOFTWARE

<input type="checkbox"/> LF Group Server Software (LaserFiche Team)	\$1,880
<input type="checkbox"/> 3 LF Full User @ \$ 470 each	\$1,410
<input type="checkbox"/> 5 LF Retrieval Users @ \$188 each	\$940
<input type="checkbox"/> LF 3 User SnapShot (imports documents from computer) @ \$94 each	\$282
<input type="checkbox"/> LF ScanConnect (require for each scanner purchased/utilized)	\$159
Total Software	\$4,671

ANNUAL SOFTWARE SUPPORT

<input type="checkbox"/> LF Group Server Software Priority LSAP (annual support for above)	\$564
<input type="checkbox"/> 3 LF Full User Priority LSAP (annual support for above) @ \$141 each	\$423
<input type="checkbox"/> 5 LF Retrieval Users Priority LSAP (annual support for above) @ \$56 each	\$280
<input type="checkbox"/> LF 3 User SnapShot LSAP (annual support for snapshot software) @ \$19 each	\$57
Total Software	\$1,324

HARDWARE: *Hardware prices do fluctuate frequently. Pricing will be confirmed prior to order. Please see section 10 for minimum hardware requirements.*

DOCUMENT SCANNING HARDWARE: *Hardware prices do fluctuate frequently. Pricing will be confirmed prior to order.*

<input type="checkbox"/> Scanner: Fujitsu 4097D, includes SCSI Card & Cable	\$4,775
50 ppm / Black & White / Maximum paper size 11.7" x 17" / 100 page ADF	
<input type="checkbox"/> Fujitsu – Basic Onsite SVCAGR P&L 4097D 4 hr resp. 1 year	\$880

INSTALLATION, & TRAINING

<input checked="" type="checkbox"/> 2 days Installation & Training of software, 8-hour day or less, additional hours \$113 each	\$1,880
<input checked="" type="checkbox"/> Personalized Professional Services & Support Package (PPSSP) 10 hours annually:	\$1,130
<i>*Additional hours will be billed at \$113 each, travel expenses for onsite visits not included</i>	

PAYMENT & BILLING TERMS

MCCi will invoice fifty percent (50%) of the total contract amount upon scheduling of installation. Balance will be invoiced and billed upon completion of installation. Payment will be due upon receipt of an invoice.

Total Costs (excluding extended scanner warranty) \$13,780

The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCi, a Limited Liability Company**

Date: **August 4, 2004**

By: _____
(Signature)

Name & Title: **Lawton Langford - Managing Director**

Witness: _____
(Signature)

Noted Items Accepted by: **VILLAGE OF PALMETTO BAY, FLORIDA**

Date: September 10, 2004

By: Charles Scurr
(Signature)

Name & Title: Charles Scurr, Village manager

Witness: Meighan J. Po
(Signature)