Bill No. 112 2019	
By-law No. A	
A 1 1	

A by-law to approve the Agreement between The Corporation of the City of London and Hybrid Document Systems Inc. and to authorize the Mayor and City Clerk to execute the agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 8 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Municipal Council wishes to enter into an agreement with Hybrid Document Systems Inc. for the purchase of Microfilm Jacket Scanning;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

- 1. The Agreement between The Corporation of the City of London and Hybrid Document Systems Inc. substantially in the form <u>attached</u> as Schedule "A" to this by-law, is hereby approved.
- 2. The Mayor and the City Clerk are hereby authorized to execute the Agreement approved under section 1, above.
- 3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder Mayor

Catharine Saunders City Clerk

SCHEDULE 'A'



200 Amber Street, Markham ON L3R 3J8 Phone: 905-475-9263 Fax: 416-494-4079

Project Agreement

Project Overview on the Outsourcing Purchase Agreement For Microfilm Jacket Scanning Between Hybrid Document Systems Inc. ("HDS") and The City of London ("The Client") Dated the 14th day of March, 2019.

- Image Format: HDS will save all digital files received from The Client as PDF images, scanned at 300 DPI, black & white mode.
- Reduction Ratio: HDS will make all reasonable efforts to determine and digitize the microfilm at the original reduction ratio, up to a maximum of 32X for 16mm film and 24X for 35mm film.
- Scanning Preparation: To protect against loss of film from loose or "unseamed" jackets, all microfilm jackets will be
 inspected prior to scanning. During this step, any damaged jackets will be repaired as required and a rate of \$6.00/jacket.
 Depending upon age and use, some jackets might require cleaning prior to scanning. HDS will also move all 35mm jackets
 to back of boxes to process 16mm and 35mm separately during scanning
- Batch Scanning Process: Microfilm jacket scanning assumes an automated batch process on the film contained in the
 jacket meaning that due to the nature of the jacket being updated over a course of time with different densities on
 different sections of film, not every image in the jacket will be adjusted to gain the best results unless client has agreed to
 hourly pricing for this.
- Indexing: The records will be indexed by standard jacket titles. Index values will be entered exactly as they were received
 by HDS. Where multiple jackets have the same address on the header, HDS will merge into a single, multipage pdf for
 specific address. Files will be indexed as per the following: Municipal Number and Street Name Ex. "200 King Street.pdf"
- · Required Index Fields: The following fields will be indexed:

Field	Average Length	Content	Capture Method
Municipal Number	3	Numeric	Data Entry
Street Name	15	Alpha	Data Entry

 Indexing Limitations: The following characters cannot be included in file names as they are not supported by Microsoft Windows.

< (less than)	> (greater than)	: (colon)	" (double quote)	/ (forward slash)
\ (backslash)	(vertical bar/pipe)	? (question mark)	* (asterisk)	

- Volumes: Based on metrics derived from completed scanning in 2017 and 2018, with total linear inches of 585, the average
 16mm microfilm jacket contains 21.21 images and the average 35mm jacket contains 5.6 images. Findings demonstrated
 92% of the collection to be 16mm and the remaining 8% contains 35mm film and an average of 1.2 jackets per inch
 requiring restoration. The Client will be billed for the actual number of images scanned and jackets repaired. With 1,140
 linear inches remaining within this collection, the estimated volume remaining is as follows:
 - 1,140 inches x 105.5 jackets per inch equals 120,270 jackets to be scanned
 - With 92% of the collection 16mm, it is estimated there is 110,648 jackets of 16mm to be scanned. With an
 average of 21.21 images per jacket, resulting images from 16mm film is estimated at 2,346,844
 - With 8% of the collection 35mm, it is estimated there is 9,622 jackets of 35mm to be scanned. With an average of 5.6 images per jacket, resulting images from 35mm film is estimated at 53,883
 - Jackets requiring repair is estimated to be 1,140 inches x 1.2 jackets equaling 1,368 to be repaired
- Best Available Quality: Not all microfilm jackets are of sufficient quality to be scanned without loss of information. It is not possible to convert poor quality microfilm images into high quality digital images.
- Projected Timeline: With a total of 120,270 jackets estimated, the projected timeline to complete this project is 12
 months from pick up date.
- Transportation: Transportation (point-to-point) will be performed by HDS staff. In one complete shipment. HDS will supply all boxes and pack microfilm jackets at time of pick up. HDS staff will create a manifest of each box using a from-to range.

Peace Of Mind, Not Pieces Of Paper



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- Return Media: HDS will deliver all scanned images and indexed data to The Client via external hard drive.
- Out Of Scope Conditions: Any work received that is outside the scope of this Service Agreement will result in a temporary
 project halt while issue is addressed with The Client.
- Image Retention: HDS will hold copies of the returned electronic images on our servers for 3 months after the return of
 each work order. After the 3 month period HDS will delete all images from our servers. Earlier removal at the request of
 The Client is available.
- Document Retrieval: While The Client's records are in our possession for conversion, HDS will provide up to 15 file
 retrievals per week at no charge. Additional retrievals will be billed at \$15.00 per file requested. All requested files will be
 returned electronically via secure electronic transfer. Requests should be submitted using our online form found here
 http://www.mesltd.ca/file-request/
- Down Payment: Projects with an estimated total above \$100,000.00 require a 25% down payment upon commencement of the project.
- Minimum Charge Projects: Projects falling below \$2500.00 will be subject to a minimum charge of \$2500.00.
 Shipping/transportation is not included in minimum charge applications and will be billed at the prevailing rates.

Client Purchase Order Details:	
	s associated with this project. If your organization does not use purchase
orders please check the "Not Applicable" option.	
Purchase Order Number:	Not Applicable

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Phone: 905-475-9263 Fax: 416-494-4079

Project Agreement

	Client Information	n			Invoicing	(If Different)	
Company:	City of London		Company:	City of London			
Address:	300 Dufferin Street		Address:	PO Box 5035			
City:	London		City:	London			
Province:	Ontario Po	stal: N	N6B 1Z2	Province:	Ontario	Postal:	N6A 4L9
Contact:	ontact: Catherine DeForest		Contact:	Accounts Paya	ble - Room 406		
Phone:	1-519-661-2500 x 1541		Phone:				
Email:	mail: cdeforest@london.ca		Email:				

roject Pricing				
Туре	Unit of Measure	Unit Price		
16mm Processing	Per jacket Per image	\$1.25 \$0.032		
35mm Processing	Per jacket Per image	\$1.25 \$0.25		
Jacket Repair	Per Jacket	\$6.00		

	Comments:
Kristen Bowers	
HDS Representative	
March-14-19	
Date	
Authorizing Client Signature	
Date	

- 1. Terms & Condition Of Sale
- Orders accepted are subject to the conditions set forth herein and no agreement or other understanding in any way modifying these conditions shall be binding upon the Seller unless made in writing, and accepted over the signature of an authorized executive of the Seller.
- 3. Payment terms for new clients and clients without current credit approval is payment in full prior to shipment.
- 4. A 3% surcharge will be applied for all credit card payments.
- 5. If any sales, excise, occupation, or use tax is applicable to this transaction, the amount will be added to the price stated herein.
- 6. All orders are "FOB" Shipping Point. Destination charges will be added to the invoice unless specifically excluded. The method of transportation and carrier will be of the Seller's selection. If shipment is made at Customer request via a method other than that which would normally be used, or if special handling is necessary due to receiving limitation of the customer, additional charges will be added to the invoice.
- 7. This agreement may be signed in counterparts, each of which will be deemed an original and all of which together shall constitute one and the same agreement. A facsimile signature of one or more of the parties hereto shall be deemed an original signature for all purposes.