



STATEMENT OF SERVICES ("SOS")

for

Client – Webb County -HR Dept
Services – Document Backfile Scanning

Client

Contractor

Printed Name

Joe Lemoine

Printed Name

Printed Title

VP/GM TBS Texas

Printed Title

Signature (Authorized Client)

Signature (Authorized Contractor)

Date

Date

This Statement of Services ("SOS") is made by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("TBS"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to as the "Contractor"), and **Webb County-HR Dept** located at **1110 Washington St., Laredo, TX 78040** (the "Client").

This SOS describes the project and details the services and deliverables (hereinafter collectively known as "Project Services") associated with the **Document Backfile Scanning** project (the "Project").

Project Services shall be provided pursuant to the "Project Contract" which consists of (i) this SOS together with (ii) the Master Software and Services Agreement ("MSSA") **MSSA Webb County-HR Dept 12-18-2024**. Contractor and its Client (the "Services Agreement"). This SOS is subject and subordinate to the MSSA. To the extent the terms and conditions of the Services Agreement and SOS conflict, the SOS shall prevail.

1. Project Contacts

Contractor Office Details	
Contractor Region	TBS-NCR-TEXAS
Address Line1	1070 Arion Cir
Address Line 2	
City, State, ZIP City, State. ZIP	San Antonio, TX 78216
Phone Number	
Fax Number	
Contractor Sales Rep. Name	Adam Guillen
Contractor Consultant Name	
Contractor Analyst Name	
Client Number	
Contract Number	
Contractor SOW Number	GRM-69989

Client Details			
Client Name	Webb County		
Client Contact Person			
Client Address Line-1	1110 Washington St.		
Client Address Line-2			
City, State, ZIP	Laredo, TX 78040		
Telephone #:		Ext:	1013
Fax Number:			
Email Address:			
Client Number:			
Contract Number:			

2. Introduction

Client's acceptance of this SOS shall be authorization for Contractor's performance of the Project Services set forth in this SOS. Contractor reserves the right to utilize subContractors and sub-subContractors (collectively known as "Sub-Contractors") in performance of the Project Services. Contractor represents that all its Sub-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 Contractor in the performance of the Project Services.

The purposes of the SOS are to (i) specify the work to be completed by the Contractor during phases of the Project; (ii) detail the obligations of the Contractor and the Client; and (iii) set forth the Project schedule and fees.

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

3. Project Objective

Based on the agreed upon business requirements, Contractor will provide design, implementation, training, and support services to the following locations:

SaaS

4. SOS Addendums

The SOS Addenda are supplementary documents that detail the specific deliverables and responsibilities by party. The relevant addendum is predicated upon whether your solution is a cloud solution, non-cloud solution, or mix of both. The SOS Addenda describe the Project Deliverables, Client and Contractor Responsibilities, Professional Services and Licensing Fees, Project Plan, Support Escalation Process, Pricing Schedule, Business Requirements, Functional Design, Change Order Authorization, and Solution Delivery and Acceptance.

A checkmark incorporates the referenced document into this agreement.

- ☒ Statement of Services - Addendum A (Cloud Solution).
- ☐ Statement of Services - Addendum B (On-Premises Solution).
- ☐ Statement of Services - Addendum C (Hybrid Solution).

Project Deliverable(s)

Based on the agreed-upon business requirements, Contractor will provide the following:

- Solution Design (Develop Document Indexing Criteria).
- Inform the Client personnel on documents Pickup and Return requirements.
- This Statement of Service (SOS).
- Q/A SaaS portal Activation and Configuration.
- User access for Q/A SaaS portal access.
 - (3) users included.
- User Login credentials for Q/A SaaS portal access
- Professional Services as defined in the SOS.
- User Acceptance Testing Recommendations.

NOTE: For the on-premises components of the deployed solution, it is the responsibility of the Client to meet the minimum installation pre-requisites provided to them prior to the installation of the software.

5. Services

Contractor will provide the following services:

- Consult with Customer personnel to implement Scanning need(s)
- Consult the Customer personnel on the index criteria
- Inform the Customer personnel on scanning requirements
- Inform the Customer personnel on shipping requirements
- Assist Customer IT personnel User Access as needed
- Access to the Visual Vault SaaS portal for image Q/A processing
- Training
 - Train End-User to use the Visual Vault SaaS portal

5.1. Document Scanning Services Details

- Approximately [180] boxes need to be picked up, scanned, OCR and indexed from Customer located at [1110 Washington St., Laredo, TX 78040].
- The estimated total of [396,000] images, mostly single-sided ([15%] duplex double-sided), will be prepped, scanned, and indexed.
- Indexing by 4 index fields: [First Name, Last Name, Emp. ID, Social Security]; Estimated at 45 characters per folder.
***Note: Each Employee file will require 4 classification types. The files do not have separator pages to identify the classification. The classification must be done in prep.*
- The material will be transported to GRM in a GRM secured vehicle.
- Once at GRM, the counts are validated for confirmation
 - GRM will apply a unique barcode number to each box
 - Barcodes will be scanned/wanded into the inventory database and confirmed
- At each handling point, the box will be scanned to know exactly where and what stage it is in the process.
- GRM will scan the images in B & W at 300 DPI with PDF deliverable.

- Client will be invoiced a monthly storage fee, per cubic foot, for inventory not authorized to return after 90-day digital delivery.

Project Terms:

Unless otherwise stated and agreed-upon in advance of project commencement, all documents scanning included in this SOS and access to the cloud portal will be completed within twelve months of boxes received at the Contractor's operations center.

At the end of the twelve-month period, access to the cloud portal and digital documents renewal is required. In addition, any boxes contracted within this SOS that have not been delivered to the Contractor's scan center will require a Change Order to be processed as the original SOS will have expired. Renewal of cloud portal access and scanning of boxes not received at the scanning center within twelve months will incur additional charges processed via a new SOS, or a Change Order.

Overage Fees:

Project Overage Fees are applied to all scanning services in excess of quoted volumes and documents within this SOS. Client acknowledges and agrees to be billed for and pay the applicable services fees associated with these additional services. A Change Order will be utilized to process the overage fees.

Contractor will only bill for the actual number of images scanned and the services associated with the project as defined in this SOS.

5.2 Services

Project Description	
1	Scope of Project
	Contractor will provide Customers with a Document Imaging service that will convert paper files into digital format.
2	Preparation
	GRM will get the paper documents "scanner ready" by performing the required tasks as follows: ✓ Pulling staples ✓ Taping any torn pages ✓ Unfolding any folded pages ✓ Classify file types (4 types)
3	File Organization
	PDF's will be stored into a Folder by box number.
4	Scanning
	All paper images will be scanned in black and white and captured at 300 DPI in PDF.
5	Quality Control
	Contractor will inspect each image of each electronic batch for image quality from our dedicated quality control workstation. Each image that is sub-par quality will be earmarked for rescanning. Any indices that are incorrect will be corrected.
6	Project Deliverables
	Contractor will provide document preparation, scanning, and if requested, uploading of the files to meet the import requirements for the Customer's application. Pricing on this is included below.
7	Document Volume
	Approximately [180] boxes. It is estimated that there are about [396,000] images.
8	Indexing
	Indexing by 4 index fields: [First Name, Last Name, Emp. ID, Social Security]; Estimated at 45 characters per folder.
9	Output Format
	Output format will be 300DPI, multi-page PDF files for black & white
10	Secure Destruction
	• <u>Within the period of 90 days of project completion, after a document has been converted to digital format, Customer must provide written confirmation to Contractor, authorizing the return of stored documents.</u> • <u>If 90 days have lapsed, and Customer has not authorized document return, Contractor will charge Customer per the pricing schedule for 'Document Storage' on a monthly basis billable at the end of each month.</u>
11	Pricing
	The Price Schedule is provided below.
12	Schedule
	Documents and boxes Pickup will begin at a mutually agreed-upon time between Contractor and Customer.

Scanning Output Specifications

Source Files	Output Format	Resolution	OCR	Output Color	Number of index fields	Customer Providing Data Lookup File
☒ Paper	☒ PDF	☐ 200 DPI	☒ Yes	☒ Black/White	4 index fields	☐ Yes
☐ Film	☐ TIFF	☒ 300 DPI	☐ No	☐ Color		☒ No
	☐ JPG	☐ Other				

Production Notes

Contractor will apply a unique barcode number to each box
Barcodes will be scanned/wanded into inventory database and confirmed.

Post Conversion Instructions

Boxes	Delivery Method	Additional Instructions
☐ Transfer to Storage	☐ Upload To VisualVault	
☐ Return to Customer	☒ Upload To SFTP	
☒ Destroy	☐ Encrypted Portable Media	
☐ Other - TBD		

6. Project Milestones

Notes: The milestones table below is intended as a sample. Update as needed. Remove the highlighted notes prior to submission of this SOS to Client.

Key Milestones	Milestone Date
'Document Backfile Scanning' Project	
1. Initiation and planning complete	To be mutually agreed on by Customer and Contractor
2. SaaS portal configuration complete	To be mutually agreed on by Customer and Contractor
3. Box-1 User QA validation complete	To be mutually agreed on by Customer and Contractor
4. Customer QA of Box-1 complete	To be mutually agreed on by Customer and Contractor
5. Box-1 Customer Acceptance Signoff complete	To be mutually agreed on by Customer and Contractor

6. Remaining Boxes Scan complete	To be mutually agreed on by Customer and Contractor
7. Training Complete	To be mutually agreed on by Customer and Contractor
8. Customer QA of Remaining Boxes complete	To be mutually agreed on by Customer and Contractor
9. Project Acceptance and Signoff complete	To be mutually agreed on by Customer and Contractor
10. Project Execution complete	To be mutually agreed on by Customer and Contractor

7. Progress Billing

During this project, Contractor will request that Client acknowledge completion and acceptance of the monthly services related for the Document Backfile Scanning project. An invoice will be submitted to the Client, and Client agrees to pay for the services delivered for the month mentioned in the invoice. Client agrees to pay for the invoice within 15 days of receipt of invoice in accordance with the Completion Criteria in this SOS.

8. Completion Criteria

When the services detailed in this SOS have been completed and demonstrated, the project will be considered complete, and Contractor will request Client signoff of the Solutions Delivery and Acceptance document referenced in this SOS within 15 days of Project Plan completion.

9. Change Management

This SOS is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, Software or Deliverables post execution of this SOS will be communicated in writing and agreed to by both Contractor and Client via Contractor's Project Management personnel. A Change Order Authorization ("COA") form will 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 Client as a COA with any additional time, materials, or cost. The following list provides a detailed process to follow if changes to the scope of this SOS are required.

- A COA will be the vehicle for communicating change and will be prepared by the Contractor 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 Client and Contractor 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 SOS.
- Both parties must sign a written COA to authorize the implementation of any changes.

10. Support

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

Upon completion of the project, and provided client is up to date with their maintenance and support payments, Client will have access to a Contractor support engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

11. SOS - Assumptions

The following are the general assumptions on which this SOS 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.

- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Project work will be performed during normal business hours Monday through Friday 8 a.m. to 5 p.m. local time, excluding holidays. Client will provide unimpeded access to equipment and facilities. If access delays occur, work performed outside of normal business hours may incur an overtime premium.
- Contractor:
 - Is not responsible for any conflicts with existing hardware or software that is no longer supported by the manufacturer.
 - Is only responsible for integration tasks outlined in this proposed SOS.
 - At Contractor's discretion project work may be provided remotely in whole, or in part.
- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost.

Exhibit A: Referenced Documents Table

A checkmark incorporates the document into this agreement.

Applicable	Document Title	Document Description
☒	Project Plan	Project Plan describes the execution, management, and control of the project
☒	Pricing Schedule	Provides pricing and line-item details as necessary.
☐	Solutions Delivery and Acceptance	Acknowledgement form: client acknowledges and confirms that the deliverable, milestone and/or project referenced has been completed, and all testing and acceptance criteria have been satisfied.
☐	Change Order Authorization	Document to be executed when the original project scope has changed post SOS authorization by client.
☒	Support Escalation Process	Describes steady state user-support escalation process.
☐	Business Requirements Document	The BRD outlines the details for a project including the documentation of Client needs and expectations. The BRD is intended to highlight the project Scope, Requirements, Assumptions, Constraints, and Risks.
☐	Functional Design Document	The FDD provides an overview of the business issue to be addressed, a mock-up of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the Client with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design.

SaaS Statement of Services - Addendum A

This addendum is hereby incorporated by reference as Addendum A to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Webb County-HR Dept 12-18-2024

Associated Project MSSA Name: MSSA Webb County-HR Dept 12-18-2024

Client Responsibilities

The following activities are the responsibility of Client.

The "Client Responsibilities – Details" is the Solution specific activities that are defined as the responsibility of Client. If any of these responsibilities either change or are incorrect a (COA) Change Order Authorization may be required, which may result in additional Professional Services fees.

- During the Project Initialization and Planning phase of the project, Customer will provide the following information for users needing access to the ScanCloud portal. These users will receive their user credentials via email.
 - Username
 - User email address
 - User telephone number
- Ensure that all applications and data are successfully backed up prior to Contractor beginning project services detailed in the SOS.
- Provide technical and application support for configuration and testing of Client specific information. Contractor does not warrant Client applications.
- Provide systems personnel for the project familiar with all aspects of Client's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this project – to work in conjunction with the Contractor team on this implementation. Additionally, a desktop technician may be required to perform Client -side duties.
- Make available all the appropriate resources, systems, network access, reports and any/all other data elements required for Contractor to complete the deliverables and other research necessary to complete this project as contained herein.
- Provide a dedicated project manager or coordinator to provide management, reporting, day to day project tracking, move/add/change requirements, and cross-coordination of requirements.
- Network connectivity between all solution components.
- Deploy Solution to Client end-user desktops (if required).
- Identify a Project Sponsor with sign-off authority and ability to facilitate Client stakeholder participation.
- Report on any Client technical or resource issues that would delay, hinder, or adversely affect the deployment of the solution or its performance in the Client environment.
- Allow for the distribution of Solution upgrades to Client PC's as needed.
- Accept title and/or license upon delivery/installation for product and/or Solution purchased if applicable.
- Sign appropriate Contractor finance document for leased or financed transactions.

Contractor Responsibilities

The following activities are the responsibility of Contractor.

The “Contractor Responsibilities – Details” is the Solution specific activities that are defined as the responsibility of Client. If any of these responsibilities either change or are incorrect a COA may be required, which may result in additional Professional Services fees.

- Technical specifications for implementation.
- Email and phone support for the duration of the contract.
- Technical Services included in the scope herein.
- Configuration of the Solution components.
- Solution training.
- Solution revisions, updates, and patches during the term of the agreement.

Support

Contractor will provide implementation support for this project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer’s specifications.

Upon completion of the project, Client will have access to a Contractor support Engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

Note: If applicable, refer to the **Statement of Services Support Escalation Process - Addendum E** document referenced in this SOS for support details.

Professional Services and License Fees

A checkmark incorporates the referenced table into this agreement.

☒ TABLE 1: Time and Materials Engagement:

This is a time and materials engagement. The Professional Services fees for this project are inclusive of hours required to complete the preparations, scanning and indexing of the estimated volume of documents. The document estimates are based upon our current understanding of the project. Any changes to this Statement of Service will require a Change Order executed and agreed upon by both parties. Contractor cannot perform work outside of the scope of this SOS without an authorized Change Order signed by Client.

Estimated Services Fees

Estimated Project Investment: \$ 84,284.21

Client will only be billed for images and metadata processed.

Taxes, if applicable, are not included and will be invoiced separately.

This document is valid for a period of 30 days from the cover date; after this date it may be revised upon consent by Contractor.

Expenses associated with travel, overnight stays, etc., for the hours estimated in this SOS are included in the estimate of this project.

Statement of Services Pricing Schedule - Addendum E

This addendum is hereby incorporated by reference as Addendum E to the Statement of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Webb County-HR Dept 12-18-2024

Associated Project MSSA Name: MSSA Webb County-HR Dept 12-18-2024

Pricing Schedule 1,

Item	Unit	Description	Quantity	Price	Total
EDM0401	Each	DS/PROJECT SETUP	1	\$2,500.00	\$2,500.00
GRMTRANSPORT	Each	DS/TRANSPORTATION- CUSTOM CALCULATION PER TRIP	1	\$2,880.00	\$2,880.00
EDM0403	Each	DS/ADDITIONAL PREP LABOR - PER HOUR	40	\$ 70.00	\$2,800.00
EDM0405-STD1- MW	Each	DS/DOCUMENT SCANNING - 8.5" X 11" – 1-500,000 IMAGES - STANDARD PREPARATION	396,000	\$0.17	\$67,320.00
EDM0404	Each	DS/OCR – PER IMAGE	396,000	\$0.03	\$11,880.00
EDM0412-MW	Each	DS/INDEXING - PER 1000 KEYSTROKES	450	\$9.00	\$4,050.00
EDM0527	Each	DS/BULK DATA TRANSFER	10	\$85.00	\$850.00
GRMDEST	Each	DS/DESTRUCTION - PER BOX	180	\$7.00	\$1,260.00
TOTAL			\$93,540.00		

Statement of Services Project Plan - Addendum D

This addendum is hereby incorporated by reference as Addendum D to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Webb County-HR Dept 12-18-2024

Associated Project MSSA Name: MSSA Webb County-HR Dept 12-18-2024

Note: Project duration is estimated based on current project scope. The actual project start and end dates and duration details will be determined during project kickoff between Contractor and Client.

Task Name	Duration	Projected Start Date	Projected End Date
Webb County-HR Dept - Document Backfile Scanning Implementation Project Plan	126d	TBD	TBD
Initiating and Planning	16d	TBD	TBD
Initiating	10d		
Develop Project Documents	3d	TBD	TBD
Internal Contract-Signed Kick-Off Call	2d	TBD	TBD
Client Kickoff Call and Other Requirements	5d	TBD	TBD
Planning	6d		
Environment Settings Confirmation	2d	TBD	TBD
Deployment Logistics	2d	TBD	TBD
Training Preparation	2d	TBD	TBD
Milestone - Initiation and Planning Complete	0d	TBD	TBD
Executing	96d	TBD	TBD
SaaS Configuration	1d	TBD	TBD
Activate Scan Cloud SaaS	1d	TBD	TBD
Index Design and Setup	1d	TBD	TBD
Milestone – SaaS portal configuration Complete	0d	TBD	TBD
System Testing	1d	TBD	TBD
Box-1 Processing	17d	TBD	TBD
Box-1 Scanned and ready for user download	14d	TBD	TBD
User Quality Assurance Validation	3d	TBD	TBD
Milestone – Box-1 User QA validation Complete	0d	TBD	TBD
Milestone – Box-1 Customer Acceptance Signoff	0d	TBD	TBD
Remining Boxes Processing	45d	TBD	TBD
Boxes -Remaining Boxes Scanned and ready for user download	45d	TBD	TBD
Milestone – Remaining Boxes Scan Complete	0d	TBD	TBD
Remaining Boxes User Quality Assurance Validation	0d	TBD	TBD
User Reviews and approves remaining boxes	60d	TBD	TBD

Milestone – Remaining boxes User QA validation Complete	0d	TBD	TBD
Milestone – Remaining boxes Client Acceptance Signoff	0d	TBD	TBD
User Training	1d	TBD	TBD
Milestone – User Training Complete	0d	TBD	TBD
Customer downloads Scanned Digital Images and metadata	5d	TBD	TBD
Milestone – Customer Project Acceptance Signoff Complete - (Customer signs off final Delivery and acceptance)	0d	TBD	TBD
Milestone – Project Execution Complete	0d	TBD	TBD
Monitoring/Controlling	1d		
Action Items and Issues Log	1d	TBD	TBD
Communicate Support and Issue Escalation Process	1d	TBD	TBD
Milestone – Monitoring and Controlling Complete	0d	TBD	TBD
Closing	8d		
Partnership Review Deliver Final Documents	2d	TBD	TBD
Review and Approval Sign - Solutions Delivery and Acceptance	5d	TBD	TBD
Project Closure Meeting	1d	TBD	TBD
Milestone – Solution Delivery and Acceptance Complete	0d	TBD	TBD
Milestone – Project Complete	0d	TBD	TBD

Statement of Services Support Escalation Process - Addendum F

This addendum is hereby incorporated by reference as Addendum F to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Webb County-HR Dept 12-18-2024

Associated Project MSSA Name: MSSA Webb County-HR Dept 12-18-2024

Toshiba Resource:

Adam guillen – Selling Professional Services Manager

- Email: adam.guillen@tbs.toshiba.com
- Telephone: 737-236-7002

GRM Support Resource:

Bob Hudson

- 2002 S. East Street
Indianapolis, IN 46225
- D: 317.452.3809
- E: BHudson@GRMDocument.com

Customer Service Hotline

- Telephone: (201) - 798-7100