

## **FIRST AMENDMENT TO AGREEMENT WITH ARC DOCUMENT SOLUTIONS INC.**

THIS FIRST AMENDMENT is entered into on November 1, 2022, by and between ARC Document Solutions, Inc., a Delaware Corporation registered to do business in California ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

### **RECITALS**

- A. The parties entered into Agreement No. A-2020-203-3 ("Agreement") dated October 20, 2020, for Consultant to provide scanning, digitizing and indexing services on an as-needed basis for the City's Building Safety division. The Agreement is current and in effect.
- B. The parties now wish to amend the Agreement to add the same services for the City's Human Resources Agency and to increase the overall compensation to provide for the additional services during the remainder of the term for the Agreement.

**The Parties therefore agree:**

**1. Section 1, SCOPE OF SERVICES, is hereby amended to read as follows:**

- a. Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the proposal dated September 3, 2020, attached hereto and incorporated herein as Exhibit A.
- b. Consultant shall perform on an as needed basis scanning, digitizing and indexing services for the City's Human Resources Agency as outlined more fully in the proposal attached hereto and incorporated herein as Exhibit B.

**2. Section 2, COMPENSATION, is hereby amended to read as follows:**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement, the rates and charges identified in Exhibits A and B.
- b. The total amount to be expended during the term of this Agreement for services provided for the Building Safety division, as approved by city council amongst the three (3) selected consultants shall not exceed \$500,000.00. Services for the Building Safety division will be billed separately from any services provided for the Human Resources Agency.
- c. The total amount to be expended during the term of this Agreement for services provided for the Human Resources Agency shall not exceed \$80,000.00 consisting of \$61,380 for base services and a contingency of \$18,620. Services for the Human Resources Agency will be billed separately from any services provided for the Building safety division.

- d. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work, which fails to meet the standards of performance set forth in the Recitals, which may reasonably be expected by City.
3. Except as modified by this First Amendment, all terms and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

**ATTEST**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**APPROVED AS TO FORM**  
**SONIA R. CARVALHO**  
City Attorney

**ARC DOCUMENT SOLUTIONS, INC.**

By: Laura A. Rossini  
Laura A. Rossini  
Chief Assistant City Attorney

Rob Thomas  
By: Rob Thomas  
Title: SRVP - Sales

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
Jason Motsick  
Executive Director  
Human Resources Agency

## **SCOPE OF WORK**

### **What ARC will provide:**

**Document Conversion, Quality Assurance and renaming to PDF.**

**SECURE:** ARC will go on-site to securely load all client prepared boxes.

Then apply box barcode chain of custody labels, retrieve files from

City of Santa Ana and transport them to its archive facility location in Costa Mesa for processing and scanning.

Upon retrieval from City of Santa Ana, the documents will remain in ARC's custody. Documents are transported by ARC to ARC's location and only handled by ARC employees. Images remain on ARC's secure servers, until the final deliverable is returned to City of Santa Ana. No third parties are involved with the scanning process, transportation or storage.

**PREP:** ARC will prepare your documents for scanning by removing all binding materials (e.g., staples, paper clips, clamps, coil binders, comb binders, velo bindings, fold-over tab binders, 3 ring binders, etc.).

**SCAN:** ARC will scan all documents.

### **Detailed Processing steps:**

- ARC to retrieve and package folders from file cabinets in ARC provided boxes, two locations on separate floors. Also to take any records that are already in boxes.
- ARC will transport boxes via ARC vehicle to Scan Center located in Costa Mesa, CA
- The files will be handled securely under strict HIPAA rules & regulations.
- ARC and City of Santa Ana to work together to identify document types (optional). ARC to provide samples. Final output and updated estimated during sample review.
- ARC to inventory folders, up to 3 fields
- ARC to prepare folders for scanning by removing all binding and prepare for Bulk Scanning.
- ARC will scan all documents at 300 dpi with B&W PDF images. Each folder will be output as a multipage PDF. All small format documents will be converted to searchable PDF (OCR) - no additional charge.
- No reassembly required(no re-staple, no rebinding, no re-clipping).
- ARC will Store all documents in our secure HIPAA room during the duration of the project. Only HIPAA certified personnel can enter and exit this room.
- ARC will return all images via encrypted thumb drive or secure link.
- ARC project manager will notify customer in advance if estimate exceeds original assumptions. Deviation from original assumptions must be mutually agreed upon by both parties and may impact schedule and price.

## Rates & Services Pricing

Service	Description	QTY	Unit	Per Unit	Extended
Onsite Retrieval Prep	Document Packaging (no inventory) to make ready for transport. .	8	Hour	\$85.00	\$680.00
Logistics	Document Transportation - Pickup* .	200	Per Box	\$4.00	\$800.00
Indexing - File Naming	Objective Manual Extraction of Key Data - .	9,000	File	\$0.30	\$2,700.00
Document Prep Labor	Sorting Documents by Document type (optional)	400,000	Image	\$0.04	\$16,000.00
Document Prep Labor	Preparing documents for scan (Light/& Medium Preparation) .	400,000	Image	\$0.03	\$12,000.00
Small Format B&W Imaging	Convert Documents up to 11x17 to PDF. B/W - .	400,000	Image	\$0.07	\$28,000.00
OCR	Optical character recognition (Small Format Documents) . Included	400,000	Image	\$0.00	\$0.00
Data Deliverable	Encrypted External Drive with Data .	1	Each	\$1.00	\$200.00
Logistics	Document Transportation - Delivery* .	200	Per Box	\$3.00	\$600.00
Destruction	Document Destruction .	200	Per Box	\$2.00	\$400.00
Retrieval	Adhoc retrieval requests.		Hour		
* Estimate does NOT include Taxes, if applicable.				<b>Service Total</b>	<b>\$61,380.00</b>

\* Minimum per trip charge \$150 per trip or greater dependent on location.

### Additional Scope Details:

#### Chain Of Custody Level – Box

ARC will store the documents for up to 30 calendar days after completion of the project to allow the customer time to review the samples and request any warranty work.

Note: Prices submitted are considered firm for sixty (60) days. The pricing above is based on the initial assessment and 'best' condition assumptions excluding 'Additional Scope Questions'. Any deviation from the above assumptions must be mutually agreed upon by both parties and may impact both schedule and price and will be subject to a Change Order. ARC will produce a Pilot or sample to each Department to insure Indexing (Folder Structure & File Naming) for process approval from City of Santa Ana prior to producing entire collection. Actual quantities processed will determine final pricing, which may be lower or higher than this estimated total amount. City of Santa Ana will assign a Project Manager or Point Of Contact in coordination with ARC Project manager to insure timely feedback & authorization.

### ARC Document Solutions Team

### CLIENT APPROVAL

Ed Worcester  
Senior Account Executive  
949-660-1150 ed.worcester@e-arc.com

### City of Santa Ana

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Jose Vazquez  
AIM Project Manager  
(626)362-1909 | jose.vazquez@e-arc.com

Title: \_\_\_\_\_

NOV 05 2020

INSURANCE NOT ON FILE  
WORK MAY NOT PROCEED  
CLERK OF COUNCIL  
DATE:

0: PBA (0)(Jessica Mendoza) FA

**AGREEMENT BETWEEN THE CITY OF SANTA ANA  
AND ARC DOCUMENT SOLUTIONS, INC.**

THIS AGREEMENT is made and entered into on this 20<sup>th</sup> day of October, 2020 by and between ARC Document Solutions, Inc. ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

**RECITALS**

- A. The City desires to retain a Consultant having special skill and knowledge in the field of scanning, digitizing and indexing services.
- B. On July 30, 2020, the Request for Proposal No. 20-043 was released in order to provide an opportunity for vendors to submit proposals for the scanning, digitizing and indexing services for Building Safety. Eight proposals were received and three vendors received the highest rankings, as each of these vendors demonstrated in their proposals that they are qualified and capable of providing the needed services.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the Proposal dated September 3, 2020, attached hereto and incorporated herein as Exhibit A.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement, the rates and charges identified in Exhibit A.
- b. The total amount to be expended during the term of this Agreement, as approved by city council amongst the three (3) selected consultants shall not exceed \$500,000.00.
- c. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above for an initial four (4) year term, through October 19, 2024, unless terminated earlier in accordance with Section 15, below. There shall an option to extend for an additional two (2) year period, exercisable by the City Manager.

### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### **6. INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of

insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Contractor, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
  - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
  - v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such



information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

#### **11. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

#### **12. NON-DISCRIMINATION**

Provider shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Provider affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

#### **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor,

Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

#### **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## 19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Minh Thai, Executive Director  
Planning & Building Agency  
City of Santa Ana  
20 Civic Center Plaza (M-20)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax:

To Consultant:

Bob Thomas, Sr. Regional VP  
ARC Document solutions, SoCal South  
Phone: (949) 660-7851  
Email: bob.thomas@e-arc.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## 20. MISCELLANEOUS PROVISIONS

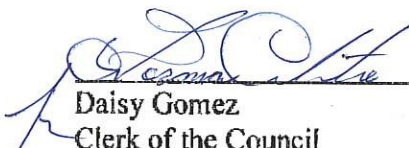
- a. Each undersigned represents and warrants that its signature herein below has the

power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

  
Daisy Gomez  
Clerk of the Council




**CITY OF SANTA ANA**


  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

By:   
Lisa E. Storck  
Assistant City Attorney

**CONSULTANT:**  
ARC Document Solutions, Inc.

  
Bob Thomas  
Sr. Regional V.P.

**RECOMMENDED FOR APPROVAL:**

  
Minh Thai, Executive Director  
Planning & Building Agency



ARC DOCUMENT SOLUTIONS ESTIMATE FOR:

## **City of Santa Ana**

**Prepared for: Debbie Scott-Leistra  
20 Civic Center Plaza, Santa Ana, 92701, 5th floor**

**July 22, 2022**

Archiving Information  
Management Services

**Confidential**

## COVER LETTER OF INTRODUCTION

Thank you very much for the opportunity to propose our services to the City of Santa Ana. We have fulfilled Scanning, Imaging and other Document Solutions services for many Architects, Engineers, School Districts, Developers, Property Management and Cities throughout the USA for many years.

ARC is the leading document solutions company in the United States, providing business-to-business document management services to the industry. The company provides our core services through a proprietary suite of reprographics and document imaging technology products, a nationwide network of locally branded service centers and more than 4,000 facilities management programs at client locations throughout the country.

We offer the following capabilities and expertise to City of Santa Ana including:

- Vast experience with corporate and government records
- Precedent of scanning, data processing, indexing and metadata creation
- Cloud hosting services and data management
- Established local presence in the area
- State of the art equipment and production facilities
- Significant experience in document handling and conversion projects
- Tenured and experienced management and production staff
- Proven quality programs that ensure accuracy
- Advanced service offerings that can be leveraged by City of Santa Ana for future initiatives

ARC has a long list of satisfied clients that include government, health, industrial, financial, education, and construction. This unique combination of technical knowledge and production expertise results in the creation of sophisticated production control technology, which is customized for each project to provide quality and price competitiveness.

We understand City of Santa Ana is looking for Digitizing and Indexing services for a collection of documents. These documents have been reviewed by our ARC team member. Here is a unit cost breakdown including Data Capture and File Indexing based on our assessment & conversation with City of Santa Ana representative. This is a living assessment that is subject to change as we move forward with our analysis of volume document types and output required by City of Santa Ana

Looking forward to your feedback,

Sincerely,

*Jose Vazquez*

*American Reprographics Company, LLC*

## SCOPE OF WORK

### What ARC will provide:

**Document Conversion, Quality Assurance and renaming to PDF.**

**SECURE: ARC will go on-site to securely load all client prepared boxes.**

Then apply box barcode chain of custody labels, retrieve files from

City of Santa Ana and transport them to its archive facility location in Costa Mesa for processing and scanning.

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**SCAN:** ARC will scan all documents.

### Detailed Processing steps:

- ARC to retrieve and package folders from file cabinets in ARC provided boxes, two locations on separate floors. Also to take any records that are already in boxes.
- ARC will transport boxes via ARC vehicle to Scan Center located in Costa Mesa, CA
- The files will be handled securely under strict HIPAA rules & regulations.
- ARC and City of Santa Ana to work together to identify document types (optional). ARC to provide samples. Final output and updated estimated during sample review.
- ARC to inventory folders, up to 3 fields
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- ARC will scan all documents at 300 dpi with B&W PDF images. Each folder will be output as a multipage PDF. All small format documents will be converted to searchable PDF (OCR) - no additional charge.
- No reassembly required(no re-staple, no rebinding, no re-clipping).
- ARC will Store all documents in our secure HIPAA room during the duration of the project. Only HIPAA certified personnel can enter and exit this room.
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## Rates & Services Pricing

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Indexing - File Naming	Objective Manual Extraction of Key Data - .	9,000	File	\$0.30	\$2,700.00
Document Prep Labor	Sorting Documents by Document type (optional)	400,000	Image	\$0.04	\$16,000.00
Document Prep Labor	Preparing documents for scan (Light/& Medium Preparation) .	400,000	Image	\$0.03	\$12,000.00
Small Format B&W Imaging	Convert Documents up to 11x17 to PDF. B/W - .	400,000	Image	\$0.07	\$28,000.00
OCR	Optical character recognition (Small Format Documents) . Included	400,000	Image	\$0.00	\$0.00
Data Deliverable	Encrypted External Drive with Data .	1	Each	\$1.00	\$200.00
Logistics	Document Transportation - Delivery* .	200	Per Box	\$3.00	\$600.00
Destruction	Document Destruction .	200	Per Box	\$2.00	\$400.00
Retrieval	Adhoc retrieval requests.		Hour		
* Estimate does NOT include Taxes, if applicable.				<b>Service Total</b>	<b>\$61,380.00</b>

\* Minimum per trip charge \$150 per trip or greater dependent on location.

### Additional Scope Details:

#### Chain Of Custody Level – Box

ARC will store the documents for up to 30 calendar days after completion of the project to allow the customer time to review the samples and request any warranty work.

Note: Prices submitted are considered firm for sixty (60) days. The pricing above is based on the initial assessment and 'best' condition assumptions excluding 'Additional Scope Questions'. Any deviation from the above assumptions must be mutually agreed upon by both parties and may impact both schedule and price and will be subject to a Change Order. ARC will produce a Pilot or sample to each Department to insure Indexing (Folder Structure & File Naming) for process approval from City of Santa Ana prior to producing entire collection. Actual quantities processed will determine final pricing, which may be lower or higher than this estimated total amount. City of Santa Ana will assign a Project Manager or Point Of Contact in coordination with ARC Project manager to insure timely feedback & authorization.

### ARC Document Solutions Team

### CLIENT APPROVAL

Ed Worcester  
Senior Account Executive  
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### City of Santa Ana

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Jose Vazquez  
AIM Project Manager  
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Title: \_\_\_\_\_