

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

OCTOBER 20, 2020

TITLE:

**APPROVAL OF AGREEMENTS WITH
ARC DOCUMENT SOLUTIONS INC, URM
TECHNOLOGIES, AND VIATRON
SYSTEMS, INC. FOR SCANNING,
DIGITIZING AND INDEXING SERVICES
FOR A TOTAL NOT TO EXCEED \$500,000
(GENERAL FUND)**

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

/s/ Kristine Ridge

CITY MANAGER

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager to execute agreements with ARC Document Solutions Inc., URM Technologies, and ViaTRON Systems, Inc., to provide scanning, digitizing, and indexing services for the Planning and Building Agency, Building Safety Division for a period of four years, from October 20, 2020 through October 19, 2024, with the option to renew for an additional two-year period, for a not-to-exceed amount of \$500,000, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The Planning and Building Agency Building Safety Division receives plans, permits, applications, and other documents to maintain official records for properties and structures throughout the City. The State of California mandates that the City manage and archive the permit records and the construction documents associated with building permits that are issued by the City. Currently, all existing and new permit records are stored in filing cabinets. Construction documents such as plans and specifications are archived by a third-party scanning service and stored on CDs or USB flash drives (digital storage devices) for future viewing. Older construction plans are in microfilm form and are accessed by using an antiquated microfilm viewing machine that requires constant maintenance.

By using technology and providing an electronic document management system, the Building Safety Division can be efficient and save time and resources by no longer needing to store and retrieve paper documents. These documents include large rolls of construction plans, numerous address files of paper permits, and related permit information. Staff work efficiency can be greatly increased by the time savings in not having to process, label, and file paper documents. Also the labor-intensive duties such as the numerous Public Records Requests that the agency has to process in searching and copying historical documents will be streamlined, saving tremendous

amounts of staff time, as documents will all be available electronically. In addition, the amount of storage space needed to house paper documents has exceeded our current available facilities.

Our design professional customers are requesting to submit plans and documents electronically to save on cost and paper resources. However, the City currently cannot accommodate the current electronic technology due to antiquated paper processes and filing systems. An electronic data management system will save staff time, customer time in printing and driving plans to the City, and physical resources such as paper, printing, and storage space. The digitization of our permits and plans information will also allow for integration with GIS systems and future land management systems to create an efficient, labor-saving, electronic system that will facilitate development and simplify the permitting processes for our customers.

Request for Proposal (RFP) Process

On July 30, 2020, a request for proposal (No. 20-043) (Exhibit 1) was released in order to provide an opportunity for vendors to submit proposals for the scanning, digitizing, and indexing services for Building Safety. The Information Technology staff reviewed the RFP prior to the posting on PlanetBids to ensure all the technical requirements were compatible with the City's document storage solution (Laserfishe).

The Building Safety Division held an on-site job walk meeting on August 19, 2020. The deadline to submit proposals was on September 3, 2020 and eight proposals were received. A selection committee was appointed by the Building Safety Manager and the committee reviewed and ranked the proposals based on the following criteria:

- Overall ability to provide the services based upon the responses to the RFP (25%)
- Technical qualifications and experience of key members of the engagement team and the firm (15%)
- Experience with similarly sized governmental agencies in providing the types of services outlined in this RFP (20%)
- Capability of handling all aspects of the engagement as defined as well as providing support and technical assistance (20%)
- Fees and charges related to the level of work proposed (20%)

Below is an overview of the proposals received:

Proposer	Rank
ARC Document Solutions Inc.	1
URM Technologies	1
ViaTRON Systems, Inc.	2
MetaSource	3
Aptara	4
Spectrum	5
Avenu	6
TierFive	6

Based on these rankings, the recommended vendors to provide scanning, digitizing, and indexing services are ARC Document Solutions Inc. (Exhibit 2), URM Technologies (Exhibit 3), and ViaTRON Systems, Inc. (Exhibit 4). Each of these vendors demonstrated in their RFPs that they are qualified and capable of providing the needed services.

Pricing

ViaTRON Systems Inc., located in Gardena, California, proposed the most competitive pricing. With over 30 years of experience, ViaTRON currently provides services to organizations similar in size to the City of Santa Ana, including County of Los Angeles, City of Fresno, Butte County, City of Fontana, and City of Bakersfield.

Experience

ARC Documents Solutions Inc. and URM Technologies both scored the highest overall. Both vendors have experience scanning, digitizing, and indexing data. ARC Document Solutions Inc. offices are located in Costa Mesa, California, currently provides the scanning and digitizing of Building Safety documents, plans, and permits. In addition, ARC has experience working with Orange County Public Works, County of Ventura, and City of Buena Park.

URM located in Valencia, California has direct experience working with the City of Santa Ana document management system, LaserFiche. URM scans, indexes documents, plans, and permits then uses the LaserFiche briefcase to enter the information directly into the LaserFiche system.

In the event that one of the selected vendors is unable to perform the required scanning and indexing for this fiscal year due to a backlog, the other two vendors shall be available which will ensure the scanning and indexing of records will continue to be processed and avoid additional delays. Also, if one of the vendors is no longer in business, retaining the services of three vendors as opposed to one, will ensure the continuous scanning, digitizing, and indexing services.

Local Preference Ordinance

In a continued effort to support and promote local businesses, the RFP included standard language specifying that Santa Ana and/ or Orange County based businesses will receive additional preference for being local. This program was created to give qualifying Santa Ana and Orange County businesses a competitive advantage in winning City contracts, as well as promote increased economic activity in the community as City funds spent on contracts recirculates in the local and regional economies.

Although none of the vendors who submitted proposals were located in Santa Ana, ARC Document Solutions' local office is in Costa Mesa, Orange County.

FISCAL IMPACT

Funds will be budgeted in account No. 01116520-62300 and will be made available from FY2021-FY2024 contingent upon annual budget approval.

Fiscal Year	Accounting Unit	Fund Description	Accounting Unit, Account Description	Amount
FY2020/2021	01116520-62300	General Fund	Contractual Services	\$ 200,000
FY2021/2022	01116520-62300	General Fund	Contractual Services	\$ 150,000
FY2022/2023	01116520-62300	General Fund	Contractual Services	\$ 75,000
FY2023/2024	01116520-62300	General Fund	Contractual Services	\$ 75,000
Total Contract Amount				\$ 500,000

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Minh Thai, Executive Director/Planning and Building Agency

Exhibits: 1. Request for Proposal
 2. Consultant Agreement with Arc Document Solutions
 3. Consultant Agreement with United Records Management
 4. Consultant Agreement with ViaTRON Systems

REQUEST FOR PROPOSALS (RFP) NO. 20-043
FOR
FOR SCANNING, DIGITIZING AND INDEXING SERVICES



CITY OF SANTA ANA
PLANNING AND BUILDING AGENCY

ADMINISTRATIVE SERVICES
20 CIVIC CENTER PLAZA M-20
SANTA ANA, CA 92701

Jason Kwak – Building Safety Manager
(714) 647-5866

JKwak@santa-ana.org

Sona Mooradian - Administrative Services Manager
(714) 667- 2712

smooradian@santa-ana.org

KEY RFP DATES:

The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.

Issue Date:	July 30, 2020, 2020
Deadline for Questions about RFP:	August 13, 2020
Proposal Due Date:	September 3, 2020, by 4:00 PM
Review of Proposals:	on or about September 3 – 10, 2020
Projected Award Date:	on or about October 20, 2020



CITY OF SANTA ANA

RFP NO. 20-043 FOR SCANNING, DIGITIZING AND INDEXING SERVICES

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I. BACKGROUND

Santa Ana is both the County seat and the second most populous city in Orange County occupying 27.2 square miles and serving a population of 337,716. Centrally located within Orange County, the City houses both State and Federal agencies. The City provides a full range of municipal services, including police, the construction and maintenance of streets and related infrastructure, municipal utilities such as water, sewer, refuse and sanitation, recreational activities, a public library along with various cultural events. The Planning and Building Agency plays a critical role in achieving the City Council's goals for the physical development of the community. The agency's objective is to provide a safe, attractive, and business-friendly community through implementing state and local construction codes, as well as planning and regulating future land uses. The Building Safety Division is one of the four divisions of the Planning and Building Agency.

II. PROJECT PURPOSE

The City of Santa Ana (City), by and through its Planning and Building Agency (PBA), is soliciting proposals (Proposals) from interested professional services/consulting firms (Proposers) that provide high quality scanning, digitizing and indexing services. The Proposers are invited to submit Proposals describing their technical qualifications and experience to perform either of the identified services. The Proposer shall identify their qualifications in scanning, digitizing and indexing a range of documents including plans with the capability to upload documents as defined in Exhibit B-Scope of Work. The Proposers will be evaluated based on the selection process and evaluation criteria described in this Request for Proposal (RFP). Upon approval by the City Council, the City will enter into a Professional Services Agreement (PSA) with the qualified and selected Proposer(s) to render the services described Herein.

III. SCOPE OF SERVICES

The City of Santa Ana, hereinafter referred to as CITY, is seeking firms that are capable of providing complete scanning, digitizing and indexing services for multiple size and file types. These services will include microfilm, letter size, legal size, pictures, plans, etc. Please refer to Exhibit B which outlines the scope of work as required for this RFP.

Additionally, the Proposers are expected to demonstrate excellent abilities to communicate with staff on both technical and coordination issues related to individual tasks performed.

IV. TERM OF AGREEMENT

The term of the agreement is four (4) years. The City may, at its discretion, extend the agreement with the same or more limited scope of required services for up to one (2) additional two-year term, contingent upon direction of the City Manager.



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V. RFP SCHEDULE OF EVENTS

Schedule below is tentative and subject to change at discretion of City, with appropriate notice to prospective Proposers.

Issue Date:	Thursday, July 30, 2020
Deadline for Questions about RFP	Thursday, August 13, 2020, by 4:00 P.M.
Proposal Due Date:	Thursday, September 3, 2020, by 4:00 P.M.
Review of Proposals:	<i>on or about</i> September 3 - 10, 2020
Projected Award Date:	<i>on or about</i> October 20, 2020

VI. RESPONSE TO RFP

A. SUBMITTAL INSTRUCTIONS (THIS IS FOR ELECTRONIC SUBMITTAL ONLY)

It is the responsibility of the Proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the proposal due date and time. Proposals, including all required sections and forms, shall be submitted electronically via the City's Bid Management System, PlanetBids. No other form of submittal will be accepted.

PlanetBids will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that their proposal was submitted successfully. The City will only receive and consider those proposals that were transmitted successfully. Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=20137>.

Proposer shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the bid submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's assigned Project Manager. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

Proposals shall NOT be mailed or sent via telegraphic, electronic or facsimile means.

All notifications, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

B. COMMUNICATION / CONTACT WITH CITY STAFF

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are only to communicate with the assigned Project Coordinator(s), and no other City staff about this RFP from the date this RFP is issued until a contract is awarded. The City will provide all



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official communication concerning this RFP in writing via the City's Bid Management System, PlanetBids.

General questions regarding this RFP may be directed to the City's assigned Buyer utilizing the City's PlanetBids system.

The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the designated Project Manager.

C. REQUEST FOR INFORMATION OR CLARIFICATION / QUESTIONS

Questions regarding this RFP shall be submitted via PlanetBids by **4:00 PM on August 13, 2020**. Responses to all questions will be posted on PlanetBids no later than the date and time shown at the schedule of key RFP dates above. All prospective Proposers are advised to visit PlanetBids on a regular basis as the responses may be posted earlier than the date above.

No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

D. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City's PlanetBids system, <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation.

E. UNDERSTANDING PROPOSAL

It is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Proposer does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Proposers. The City will not be bound by any oral responses to inquiries. By submitting proposals, Proposers assert that they have fully read the RFP and any addenda issued by the City, the proposed Contract and any other Contract Documents, and affirm that the terms and conditions stated therein are fully understood and are acceptable to the Proposer. Each Proposer accepts the terms and conditions of the Contract Documents and indicates their ability and willingness to perform the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Document should be clearly noted in each Proposer's proposal.

Please direct all questions regarding the procurement process to:

City of Santa Ana
Stephanie Martinez, Buyer
Email: SMartinez10@santa-ana.org
Phone: (714) 647-5468



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F. PROPOSAL CONTENTS

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Dividers and clear organization of content and material are encouraged.

1. Cover Letter

Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity. Cover Letter shall not exceed one page.

Cover letter must be addressed to the following:

Jason Kwak, Building Safety Manager
City of Santa Ana – Planning and Building Agency
20 Civic Center Plaza
Santa Ana, CA 92701

2. Agreement Statement

Proposal shall include a statement outlining your concurrence or concerns with any and all provisions as contained in the Standard Agreement attached as Exhibit A of this RFP.

3. Firm and Team Experience

Proposal shall include a profile of the firm's experience including the following:

- i. A general description of the firm, including size, number of employees, number of credentialed actuaries with their affiliations, and any past or contemplated changes in ownership.
- ii. Name and contact information of the supervising associate to be assigned to the engagement.
- iii. Resumes for the professional staff assigned to the engagement.
- iv. A description of the firm's experience in providing similar services to those requested in this RFP.
- v. A list of the local office's most significant engagements in the last five (5) years, indicating whether they are public or private sector, and including scope of work, date, supervising actuaries, and name and telephone number of the client contact.

4. Cost Proposal

All Proposers are required to submit a cost breakdown by contract year (including renewal option term if exercised); including estimated hours, hourly rates, expenses, and a total not-to-exceed cost with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of ninety (90) days following Proposal deadline. The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.



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The proposed fees and rates for this contract will be fixed for the duration of the agreement, including allowable renewal options exercised at the discretion of the City.

5. Certifications (ATTACHMENTS)

The following forms, included in this RFP, shall be signed and included as part of the proposal submittal package:

- Attachment A: References
- Attachment B: Proposer's Statement
- Attachment C: Non-Collusion Affidavit
- Attachment D: Non-Lobbying Certification
- Attachment E: Non-Discrimination Certification

6. References

Contractor shall provide three (3) references from public agency customers for engagements performed in the last five (5) years where the services provided were the same or similar to services specified in this RFP have been performed, including:

- i. Client's name, contact person, contact person's responsibility and relationship to the project, address and telephone number;
- ii. A description of the type and extent of the services provided by the Proposer to the client;
- iii. Names of key personnel on Proposer's team that participated in named projects and their specific responsibilities;
- iv. Completion dates (estimated, if not yet completed);
- v. Total fees received (or projected); and
- vi. Total costs of completed Project.

Use Attachment A – References. The respondent grants permission for the City to contact any individuals listed as references.

City may disqualify a Proposer if:

- References fail to substantiate Proposer's description of services and deliverables provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
- City is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact(s) of normal City working hours.

7. Information provided by the City is solely for the purpose of digitizing the Building Safety permits, plans, records and documents and shall not be disclosed to any third party without the City's written permission.



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8. Evidence of Financial Capacity

Proposer may be requested to submit its most recent audited financial statement, evidencing Proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, Proposer may include a letter of credit as evidence of supplemental capacity.

9. Insurance

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of Notice of Intent to Award. Contractor must maintain, for the duration of its contract, insurance coverages as required by the City.

Subcontractors must comply with the City's insurance requirements as stated herein. Primary Contractor shall not allow any Subcontractor to commence work until all insurance required of Subcontractor is obtained.

Additionally, Contractor shall provide the following insurance coverage:

A warrant that the firm maintains a prudent amount of errors and omissions insurance that covers negligent acts and is applicable to the work requested in this RFP.

Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.

VII. SELECTION PROCEDURES & CRITERIA

- A. The City will establish a proposal review committee, consisting of three Planning and Building Agency staff (Committee) designated by the Building Safety Manager. The review committee will evaluate proposals based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth above.
- B. Proposers will be ranked by the Committee based on the following criteria:
 - Overall ability to provide the services based upon the responses to the RFP (25%)
 - Technical qualifications and experience of key members of the engagement team and the firm (15%)
 - Experience with similarly sized governmental agencies in providing the types of services outlined in this RFP (20%)
 - Capability of handling all aspects of the engagement as defined as well as providing support and technical assistance (20%)



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- Fees and charges related to the level of work proposed (20%)
- C. A final score will be calculated for each submitted proposal and used to rank Proposers. The City is under no obligation to accept any proposal and reserves the right to negotiate with respondents as to fees and terms. The City may reject proposals at its sole discretion. If a proposal fails to satisfy any requirements outlined in this RFP, it may be considered non-responsive and the proposal may be rejected.

The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Santa Ana after all factors have been evaluated.

Bidding staff will recommend the top ranked consulting firm to the City Manager or City Council for award of contract.

VIII. WITHDRAWALS

Proposers are responsible for verifying all prices and information before submitting a proposal. Prior to the proposal due date, the Proposer or Proposer's representative may withdraw the proposal by providing written notice of the proposal withdrawal to the City Contact/Project Manager. Verbal or telephonic withdrawals are not permissible.

IX. PROTESTS

Proposers may file a "protest" to an RFP with the City's Purchasing Department. In order for a Bidder's protest to be considered valid, the protest must:

1. Be filed in writing within five (5) business days of either the RFP issued date or before 5:00 p.m. of the 5th business day following the posting of Bid Results/Notice of Intent to Award Contract on the City's website;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's Purchasing Manager, or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Manager will provide a written decision to the protestor within ten (10) business days from receipt of protest. The decision from the Purchasing Manager, or her/her designee, is final and no further appeals will be considered.



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X. GENERAL TERMS AND CONDITIONS

By submitting a Proposal, the Proposer acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:

A. AMERICANS WITH DISABILITIES ACT

The awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the awarded Contractor (or any subcontract thereof), relating to this RFP, shall be subject to the provisions of this paragraph.

B. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise.

The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

C. CONFLICT OF INTEREST

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor; the Contractor's employees, agents, and Subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

No person, firm, or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Contractor is precluded from contracting for any work recommended as a result of this Contract.

D. CONTRACTOR'S EXPENSE

Pre-Contractual Expenses: The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing a response to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. Pre-contractual expenses are not to be included in the cost proposal. Pre-contractual expenses include, but are not limited to, preparation of the proposal, submission of the proposal and additional information, attendance at pre-proposal conference, negotiating any matter related to this RFP with City, and/or any other



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expenses incurred by the Proposer prior to the date of award and execution, if any, of the contract.

Other Expenses: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on City sites during the performance of work and services under this Contract.

E. CONTRACTOR'S PROJECT MANAGER/KEY PERSONNEL

Except as formally approved by the City, the key personnel identified in Contractor's proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City. The City shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel under the awarded contract. The City shall notify the Contractor in writing of such action. The City is not required to provide any reason, rationale, or additional factual information if it elects to request any specific key personnel be removed from performing services under the awarded contract. The City shall review and approve the appointment of the replacement for the Contractor's personnel. Said approval shall not be unreasonably withheld.

Standards of Conduct: Contractor's personnel shall be courteous and maintain good working relationships with all stakeholders, state or outside agencies, other team members and staff within the City.

Criminal Background Certification: Contractor certifies that all employees working on this contract have had a criminal background check at Contractor's cost and that said employees are clear of any sexual and drug-related convictions. Contractor further certifies that all employees hired by Contractor or Subcontractor shall be free from any felony convictions. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas.

F. COST PROPOSAL

The price and amount of the Cost Proposal/Fee Schedule must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Subcontractor, Proposer or prospective Proposer.

Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates, and fees as set forth in their Fee Schedule in response to this RFP. No other costs, rates or fees shall be payable to the awarded Subcontractor for implementation of their proposal.

G. DATA RETENTION

Contractor shall be responsible for retaining data, records, and documentation for the preparation of required items. These materials shall be made available to and as requested by City.

All materials, documents, data or information obtained from the City Data files or any City medium furnished to Contractor in the performance of an awarded contract will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of the contract.



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All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

H. DRUG-FREE WORKPLACE

The awarded Contractor certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the contract or both, and the Contractor may be ineligible for award of any future City contracts.

I. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in relation to this RFP are fully incorporated.

Any irregularities or lack of clarity in the RFP should be brought to the designated City Contact/Project Manager's attention as soon as possible so that corrective addenda may be furnished to prospective Proposers.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

J. EXECUTION OF AGREEMENT

Upon successful negotiations, the City and the selected Proposer will enter into an Agreement similar to that as shown in EXHIBIT A - STANDARD AGREEMENT in the Appendix of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to select the next most qualified Proposer or call for new Proposals, whichever the City deems most appropriate.

K. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.



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L. INDEPENDENT CONTRACTOR

Contractor is considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor will be considered an agent or an employee of City. Neither Contractor, its employees, nor anyone working under Contractor, will qualify for workers' compensation or other fringe benefits of any kind through City.

M. LITIGATION STATUS

Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

N. NEGOTIATIONS

The City reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

O. PROJECT MANAGER

The selected Proposer will assume responsibility for all services in its proposal. The selected Proposer shall identify a sole point of contact, Project Manager, with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

P. PROPOSAL VALIDITY

Services, pricing, and warranties indicated in a Proposer's Proposal must be valid for a period of 90 days at minimum after the submission of the Proposal.

Q. PUBLIC AGENCIES

Other public agencies, as defined by California Government Code Section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Contractor and another public agency.



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R. PUBLIC RECORDS

Proposals will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

S. SUBCONTRACTORS

Proposals in response to this RFP must identify any Subcontractors, and outline the contractual relationship between the Awarded Subcontractor and each Subcontractor. An official of each proposed Subcontractor must sign, and include as part of the proposal submitted by the Prime Contractor, a statement to the effect that the Subcontractor has read and will agree to abide by the awarded Contractor's obligations. Any Subcontractor proposed after award of contract must be approved by the City before commencement of work.

The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all Subcontractors.

XI. AWARD OF AGREEMENT

Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms.

A. EXECUTION OF AGREEMENT

A standard agreement is included as Exhibit A – Standard Agreement of this RFP. "Proposer" will hereinafter be referred to as "Consultant" or "Contractor" in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved.

XII. IMPLEMENTATION

A. KICK-OFF MEETING

A kick-off meeting will be held after award of contract. Contractor and its team will meet with City of Santa Ana staff to conduct introductions, discuss scope of services, and implementation process.

B. NOTICE TO PROCEED

Following the kick-off meeting, a formal Notice to Proceed (NTP) may be issued after the agreement is fully executed, and all insurance documents and contents of the Payment Information Packet have been received and approved.



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EXHIBIT A

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2020 by and between _____, ("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. On _____, 2020, the City issued Request for Proposal No. 20-043, by which it sought proposals from qualified firms to provide digitizing and indexing services in accordance with scope of services.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that Consultant is able and willing to provide such services described in the scope of services that was included in RFP No. 20-043
- 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 those services as collectively describe in Exhibit A, the scope of services that was included in RFP No. 20-043, and Exhibit B, Consultant's proposal dated _____, 2020, both of which are attached and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services the rates and charges identified in Exhibit B. The total sum to be expended under this Agreement shall not exceed \$ _____ during the initial term of this Agreement. This amount is comprised of (1) the sum of \$ _____ and (2) a 10% contingency of up to \$ _____ for services as may be performed by Consultant at the sole discretion of City.
- b. 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 [enter a Start Date or "the date first written above"] and terminate on _____, unless terminated earlier in accordance with Section 14 below. The term of this Agreement may



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be extended for two additional (2) one-year periods upon a writing executed by the City Manager and the City Attorney.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor 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 Consultant'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.



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- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, 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 Consultant'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 Consultant, 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.



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8. 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.

9. 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.

10. 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.

11. 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:



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

City Attorney's Office
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702

To Consultant:

First & Last Name
Title
Consultant Firm Name
Address
City, State, Zip

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.

12. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, 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 Consultant. 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.

13. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, 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 consultants retained by City.



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14. 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
- b. 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.
- c. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

15. NONDISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

16. 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.

17. 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.

18. 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. 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.



CITY OF SANTA ANA

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: _____
Assistant City Attorney

(name)
(title)
Tax ID# _____

RECOMMENDED FOR APPROVAL:

Mihn Thai
Executive Director
Planning & Building Agency

SAMPLE ONLY



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Exhibit B: Scanning and Indexing Services- Scope of Work

The selected firms(s) will perform scanning and the indexing of all records and documents submitted by the City for conversion of each into a digital format. These will include but are not limited to the following document types from the Building Safety Agency: permits, correspondence, documents, pictures, reports, certificates, microfilm, and the blueprints of varying sizes.

Firm(s) will pick up all records and will upload the scanned files in a Laserfiche Briefcase format into a storage space on the City server. Laserfiche Briefcase will include all the necessary indexes required by the city. From the storage space on the City server, the Firm will import the Laserfiche Briefcase to the Laserfiche repository hosted by the City and will perform basic spot checks of the scanned images. Firm(s) will be required to notify the City each time new files have been scanned and uploaded completely. Firm(s) shall provide an encrypted USB memory stick for all records.

Documents returned to the City shall not be shuffled together or otherwise co-mingled in a manner which prevents City from easily differentiating project plans or documents. The firm(s) will verify clarity of images of documents and/or other files in addition to the indexing of each file prior to returning these back to the City.

I PERMIT DOCUMENTS & BLUEPRINT SCANNING AND INDEXING

1. General

The scope of this work is to provide the services with any and all required hardware, software, and personnel to create scanned images and electronic indexing for all of the blueprints submitted by the City. This work shall include:

- Pick up all drawings at the beginning of the job.
- Scan all drawings at City's preferred resolution (at time of RFP: at least 300 dpi).
- Index all drawing as described in section 6.
- Provide a Laserfiche Briefcase of the scanned images and their corresponding metadata.

After the drawings are scanned, firm(s) is/are to provide an encrypted USB memory stick and destroy all the documents after city provides written approval.

2. Methodology

The selected firm(s) will develop a methodology to scan and index all drawings cost effectively and efficiently. Methodology will ensure quality of the final product (density, contrast, brightness, lack of skew, resolution, visual quality, etc.). It shall ensure security and privacy; preventing theft, loss, or unauthorized copying of the drawings/documents. It shall ensure that all documents are properly scanned and indexed in proper sequence as described below. Scanning shall not exceed 45 calendar days, unless previously approved by the city. Methodology shall include providing documents needed on high priority basis within three days of a telephone request to the best of the firm's ability. Methodology shall provide options for either destroying drawings/documents after City approval of the finished product, or returning the drawings/documents organized as described further in section 7 below. Under no circumstances should firm(s) keep or store the digital copies longer than the City's provided timeframe. Under no circumstances will firm(s) destroy documents unless clear direction to do is provided in writing by the City.



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3. Description of the Drawings

The land development and construction documents consist of both monochromatic and color documents ranging in size from 8 ½" by 11" paper documents to 36" x 48" (Size E) architectural drawings, and even larger. The majority of such documents are either 24"x36" (Size D) or 36" x 48" (Size E) architectural drawings. Documents are typically stapled or otherwise bound together along one edge by multiple fasteners. The large format drawings are currently stored as rolled drawings sets. The rolled drawing sets typically have between 2-100 sheets. The City shall provide a spreadsheet that indicates an itemized list being picked up. The City requires that firm(s) scan both sides of documents only when there is information on both sides. City will not pay for the scanning of blank images. Backsides containing information but not scanned by firm(s) shall be rescanned and inserted into the multipage file in the correct sequence at no cost to City, other than the per image cost.

4. Scanning Quality Requirements

Firm(s) will ensure that all information that can be interpreted on the original can be interpreted on a full size printout of the scanned image. Resolution shall be sufficient to ensure that all information legible on the original is legible on the tagged image file format. Images will be stored in the Tagged Image File Format (TIFF) with Group 4-IV compression. The City reserves the right to change the format to JPG and/or PDF at any-time (file format should not be limited to the above mentioned formats). All images shall be correctly oriented with the topside up and skew of less than three degrees. Permits and Documents shall be scanned in Black and White. All drawings / Blue prints shall be scanned in Greyscale. The firm(s) will be responsible for ensuring that the number of pages in each drawing set matches the number of images scanned for the set. The firm(s) will scan any missing pages from a set if they are discovered by the City after the fact for up to a year at no additional cost. City reserves the right to have the firm(s) redo any scan that does not meet City's quality standards at no cost to the City.

5. Indexing Requirements

All scanned documents that are contained in the Laserfiche Briefcase shall be indexed to a Laserfiche template. All scanned documents shall be named by permit number or Certificate of Occupancy number and type of document. Example: Permit_101102591_issued date or Plan_101102591_issued date and COO_80420618. Indexes for these scanned documents should include but not be limited to the following fields. The retention schedule of all files is indefinite. Firm(s) will correct any errors in the indexing noted by City at no charge.

The field indexes shall be but not limited to the following:

Index Description	Sample Data
1. Document Title: prefix of " Plans", "Permit", or "COO" + {Street Number} + {Partial Street Number} + {Street Pre-Qualifier} + {Street Name} + {Street Type} + {Permit or COO number} + {Issued date}	Plans (or) Permit 202 ½ E Adams St
2. Plan Type: Always "Plans"	Plans
3. Permit Type: Always "Permit"	Permits
4. Street Number of drawing or permit location	202
5. Partial Street Number of drawing or permit location (if any)	1/2
6. Street Pre-Qualifier, if any (one character- N, S, E, W)	E



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7. Street Name	Adams
8. Street Type: (Ave, Dr, St, Way, etc.)	St
9. Unit Number, If any: preceded by #	#
10. The issued Date on the permit or drawing in the format mm-dd-yr	12-18-2018
11. Fully qualified Path and File Name of the corresponding multipage image	C:\Archive\00303DCE.TIF

Indexing Examples for permits & blueprints:

Plan 202 ½ ADAMS St, 101198317, 12-18-2018

Permit 202 ½ ADAMS St, 101198317, 12-18-2018

Permit 202 ADAMS ST, 10198316, 12-18-2018, *note: no partial address number and no unit #

Plan 202 ADAMS ST, 10198316, 12-18-2018, *note: no partial address number and no unit #

Plan 202 ADAMS ST, 202 ½ ADAMS ST, 10198316, 10198317, 12-18-2018, *note: multiple addresses & multiple permit #'s

Plan 202 ADAMS ST, *note: no partial address number, no permit number, no issued date

Plan 202 ADAMS ST, *note: address only (no permit # or Issued date)

Indexing Examples for Certificate of Occupancy (C of O):

C-O-O 2911 Tech Center Dr, 80420618 *note: No issued dates needed

C-O-O 510 N BRISTOL ST #B, COO-2020-273-CO *note: "COO" included in number and no issued dates

For address indexing validation purposes, The City will provide the firm(s) with two ASCII csv files. The first file shall contain a list of street names in the city. The second shall contain a list of addresses within the city. The firm(s) will use these files for validation, however it is anticipated that there may be some duplicated, inaccurate, out of date, or missing addresses and streets on these validation files. Firm(s) will coordinate with City regarding any necessary corrections to the files. firm must provide resolution path for errors that are encountered during the scanning process.

Firm(s) will correct any errors in the indexing noted by City at no charge. In no case will firm(s) destroy documents unless clear direction to do is provided in writing by the City.

6. Drawing / Documents Custody

The firm(s) will take custody of all permit documents and drawings from City's facilities and take them to the respective offsite facilities. City staff will log all documents sent to the firm(s) for scanning/indexing and update the list upon return of said documents. Firm(s) will take all necessary precautions to ensure



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the integrity of the drawings during the process. All drawings shall remain in the firm(s) custody until the scanning and indexing are complete or until requested for quality control by the City.

7. Return of Drawings / Documents

Firm(s) shall provide an encrypted USB memory stick for all records and destroy all the documents after City provides written approval.

8. Format and Media

Firm(s) will provide the above mentioned files as a Laserfiche Briefcase. The firm(s) will upload the Laserfiche Briefcase to a storage location on a server provided by the City. The firm(s) will then import the Briefcase into the specified Laserfiche repository and perform a spot check. The spot check will validate the import of the scanned documents in the Briefcase to the correct folder structure. It will validate the indexes for a small subset of the documents through a series of searches conducted for those scanned documents. The spot check will also validate that images are viewable in the City Laserfiche repository. Please note that the firm(s) can choose to use the Laserfiche Volume format in place of the Laserfiche Briefcase, however all requirements contained in this SOW still apply to that format.

9. Access to Drawings

City will provide documented firm(s) personnel with access to the drawings during City's normal business hours as requested by firm(s), provided City is given 72-hour notice. Firm(s) will not have access to facilities off hours, weekends and holidays.

10. Support from City

Firm(s) will attempt to schedule all requirements for meeting with City at least 72 hours in advance. The City will then ensure that key users are available for a reasonable duration of time as practicable for required interfacing with Firm(s). To support this scanning effort, the City will provide to the firm(s) a model Laserfiche Briefcase that the firm(s) can then use as a template for document scanning. The Laserfiche Briefcase will contain the following:

1. Current City Laserfiche Building folder structure
2. Current City Laserfiche Building plans template based on the index fields required above

The firm(s) must use the folder structure and template exactly as they are provided without any modifications. This is to ensure that the firm(s) can easily import the briefcase directly into the existing Laserfiche repository file plan without any additional rework. Note that any modifications made to the provided folder structure or template by the firm(s) that causes additional project costs will be absorbed by the firm(s).

The City's Laserfiche Server is version 10.4 which is compatible with the Laserfiche Briefcase format that contains the same back to version 7.X of Laserfiche.

11. Final Acceptance

City will perform final quality control on the returned digital images. Firm(s) will re-scan at no charge to City any drawings or document originals that the City deems unacceptable. Firm(s) will correct any errors in the indexing noted by City at no charge. Firm(s) will not delete the digital copies for at least 30 days after the City has been notified by email that the files have been completed and uploaded into City server and has provided written consent.



CITY OF SANTA ANA

ATTACHMENT A

REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

Reference

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ Facsimile Number: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT B

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm _____

Signed and Printed Name: _____

Title _____

Date _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above noncollusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this noncollusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California, County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT D

NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: _____

Title: _____

Firm: _____

Date: _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT E

NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.



CITY OF SANTA ANA

7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____

Title: _____

Firm: _____

Date: _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

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

THIS AGREEMENT is made and entered into on this 20th 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:

CITY OF SANTA ANA


Daisy Gomez
Clerk of the Council

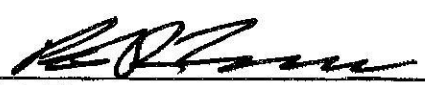
Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:
ARC Document Solutions, Inc.

By: 
Lisa E. Storck
Assistant City Attorney


Bob Thomas
Sr. Regional V.P.

RECOMMENDED FOR APPROVAL:

Minh Thai, Executive Director
Planning & Building Agency

EXHIBIT A
PROPOSAL/SCOPE OF SERVICES

SCOPE OF WORK:

General Overview:

ARC will provide the Document Conversion Services off-site, in the AIM Conversion Service Center in Costa Mesa, CA. These services involve the conversion, from hard copy to scanned image digital format.

The conversion process includes the scanning of the hard copy documents, into a facsimile image, captured at 300 DPI, using a programmatic "Auto-Grey Scale" detection, allowing pages containing a moderate amount of color content to be saved as a grey scale image for optimum quality. Therefore those pages not having less than a moderate amount of color will be saved as black & white (1 bit per pixel, compressed using Group IV algorithm), while pages having a moderate amount of color content (or more) will be saved in as greyscale (8 bit per pixel, compressed using a JPEG algorithm set to a Q-Value setting of 75 of 100). The resultant source images will be compiled into an Image Only TIFF (of other approved format) file, in page sequence order, where each file folder (or binder, book, set of pages, etc.) will result in one image file. In addition, appropriate index data will be collected from each document, and associated to the resultant TIFF file through an accompanying CSV text file. The specific file naming and folder structuring will be developed specifically for each set of documents at the time of the beginning of the conversion effort for each document set.

ARC staff will pick up each batch of release work from the city and securely transport all material to the ARC AIM center in Costa Mesa in a secure ARC vehicle.

ARC will perform the following services off-site at designated ARC Facility:

- Receiving boxes in ARC vehicle from City of Santa Ana
- Validation of box inventory and security seals in-tact
- Inventory box contents to spreadsheet and identify each box by the document type ("Plan", "Permit", or "COO").
- ARC will utilize the CSV data files provided by the City to create a "data scrubbing" file that will be utilized to create pre-indexed, bar-coded control sheets for each permit, COO and plan set.
 - This process ensures 100% accuracy of file naming by utilizing the data supplied
 - ACR will also ensure that the City is provided with an exceptions report that outlines both files/documents that are not located, or documents found that may not appear in the database.
 - It is ARC understanding that the CSV file will contain the Permit Numbers with the corresponding Address information for each.
- Identify and insert corresponding document barcode separation sheets into each folder/book
- Document preparation, if required:
 - Removal of binding materials
 - Unfolding pages
 - Separating large format document and inserting placeholder barcodes
 - Removal and/or repositioning of Post-it notes, flags, and other attachments
 - Identify and separate each Permit or COO document with each file folder.
- Validation of file and document details against provided index database for accuracy.
 1. Ensure that the Permit #, Street address and date match between the document and the database.
 2. Assign the appropriate document type ("Plan", "Permit", or "COO") based on the box label.
- Image Acquisition

- Scanned Image QC
 - 100% Image review
- Return of completed folders/books to original boxes in original order
- Processing of QC'd Images:
 - Programmatic compilation of PDF files, including inserting large format images into proper page position
 - Programmatic file naming, based on index data collected
 - Programmatic folder structuring, based on index data collected
 - Placing completed images and folders into encrypted hard drive for return to City of Santa Ana
- Secure non-stop transport of returning boxes to City of Santa Ana
 - ARC will return any requested files, plan-sets or boxes requested for quality assurance review.
- Close out chain of custody process controls
- On-Demand Image request
 - ARC will provide on demand image requests within 1 business day of receipt via ARC direct download via IShipdocs.
- ARC delivery of Images & Metadata:
 - ARC will deliver all images and metadata in the customer preferred LaserFiche Briefcase format, or other agreed upon format.
 - ARC Staff will load the images and data to the city's LaserFiche system and perform a statistically valid verification of successful transfer.
 - Images and associated Metadata will also be delivered via encrypted USB memory stick
 - Output will be in Laserfiche Briefcase format
 - Images will be arranged in folders by document type and subfolders by box number.

Workflow Details:

The following chart illustrates the workflow process that we would be utilizing for this project:



Inventory Tracking and Control:

ARC Document Solutions understands the seriousness of inventory tracking when it comes to working with its clients' records, and other sensitive document information. That's why we have been trusted to handle documents ranging from those of Governments and Municipalities, to Oil & Gas and Fortune 500 companies across the country.

ARC has implemented a process to help manage and track document inventory from the time we take possession of the documents, through the necessary processing stages, until delivery back to the City of Santa Ana. This process includes the use of Barcoding, Proper Labeling, Master Spreadsheets, and Chain-of-Custody Forms.

The highlights of these procedures are:

- Proper and consistent labeling of all City of Santa Ana content. This includes the Barcoding and/or Process Labeling of all boxes, books, folders, etc.
- Utilization of city supplied data files to create a comprehensive Inventory Log of all document boxes/content ARC takes possession of from City of Santa Ana
- Proper capture of any pre-Indexing data
- Proper documentation of dates and content when ARC accepts documents from City of Santa Ana

This process will be customized to meet the specific needs of City of Santa Ana, to capture any relevant data needed from the physical collection, in order to assure the AFB that the hard copy and data will transfer into the digital file collection properly. Following this procedure properly ensures that:

1. All boxes provided by the City of Santa Ana will be received, processed, and returned correctly
2. All box content will be processed in sequential order, and no content will be overlooked or missed
3. All digital files created can have a direct link back to the original documents, allowing for a simple file validation process
4. All boxes can be identified at a glance and their current status be clearly stated
5. All content can be easily located in storage based upon their barcodes & the location tracking listed in the Master Spreadsheet Tracker
6. Any City of Santa Ana requests for expedited files have a much easier path to be located & processed, allowing for a quicker turn-around times
7. A high percentage of possible human error is minimized though the use of barcodes & barcode readers

Document Preparation:

ARC Document Solutions maintains a Standard Procedure for the typical document preparation steps required to prepare a document collection for scanning. This Procedure can be slightly modified to incorporate the special requests or processing needs of a specific AFB document collection. For the City of Santa Ana project described in this Scope of Work, ARC Document Solutions will expect to follow this standard procedure for preparation.

Instructions:

- a. PM will issue each box to Prep Clerk for this Document Preparation phase
- b. It is mandatory that Prep Clerks are to work on one box at a time

- c. Prep Clerks are never to share the prep work within the same box with any other Prep Clerk
- d. If Prep Clerk is to leave box incomplete for break, they must complete prepping the current document before leaving for break.
- e. Prep Clerk is to work from front of box to back of box and always remain in that sequence
- f. Prep Clerk is to always keep Progress Marker placed where current Document was positioned in box

Process:

1. Remove first Document/Folder from box
2. Begin by removing book binding, then remove other binding materials from each document, working from first page to last
3. Place each individual page face down, one on top of each other, ensuring that each page is fully separated from the next, and remain in sequential order.
4. Follow Document Preparation Instructions as displayed in document prep area.
5. Return fully prepared folder/book to its box in its position from which it came just in front of progress marker
6. Remove next folder/book and repeat steps 1 thru 5 until box is complete
7. Using a Black Sharpie Marker, mark Prep Clerk's initials on the Document Prep Line on the City of Santa Ana box Progress Label
8. Forward box to small format scan station

Supplemental Instructions:

- a. When encountering attachment to source documents, remove the attachment and place it behind the source page to be scanned
- b. When encountering post-it notes:
 - i. If note is blank, remove and discard
 - ii. If note has markings, and if the note is covering imagery on the source page, remove the note and reposition on the back of the page near the left edge of the page

Document Scanning:

ARC Document Solutions prides itself on producing the very best quality images possible when converting a document collection into a digital file archive. For City of Santa Ana documents, ARC will be scanning all document pages at a pixel density of 300 dpi to ensure a detailed image representation of the original document.

City of Santa Ana has requested that the collections be captured using an "Auto-Color" mode, where the threshold to save color, will be set at a moderate color amount. When capturing the source page as a black & white (1-bit) image, ARC's professional grade scanners will capture B&W image using an "adaptive threshold", (*sliding scale of black pixels and blank white space*), Image Enhancement technology whereby the pixel placement is analyzed with the surrounding pixels around it to help determine the actual image requirements. This results in a cleaner, better detailed scan than a standard Black & White image, yet it remains at a pixel depth of 1-bit per pixel, allowing a Group-IV compression to be applied.

ARC intends to deploy Production Grade Scanners, manufactured by the leading document scanner manufacturer, Kodak Alaris. These scanners are duplex scanners, meaning that they will capture both the front side and back side images simultaneously as they feed through the scanner one-time. In addition, these scanners are designed to transport fragile documents through a smooth stainless-steel transport path, thereby minimizing any risk of adding wear and tear to any source hard copy.

Also, these scanners utilize a switchable "Black Back" or "White Back" scan surface, to allow the best possible image quality, while minimizing any image reflection or bleed through from the backside of the source document. This also allows each document image to be programmatically de-skewed to the page edge (as opposed to the page content), which yields an exact facsimile of the source document. This also allows each page image to be automatically cropped to the page edge so that the resulting image matches the physical size of the hard copy page. Additionally, the scanners will be configured to electronically fill hole-punches within documents, which the City of Santa Ana has requested.

And finally, and perhaps most importantly; these scanners deploy three ultra-sonic multi-feed sensors across the width of the entry edge of the scanner. These sensors transmit a continual stream of ultrasonic sound waves through the paper as it is feeding into the scanner. This allows an instant detection, and suspension of the scanning process, anytime more than one-page might be feed into the scanner (aka "multi-feed") at one time. The benefit of this detection system is to insure with 100% accuracy, that we achieve a "page for page" (image to hard copy) result of the scanned batch. In the event a multi-feed occurs, the batch being scanned is immediately suspended, allowing the operator to retrieve the multi-fed pages, manually separate the hard copy pages, and re-insert them into the feed tray, to ensure that all pages are scanned and kept in exact sequential order throughout the batch.

The scanner software will record into a log file, the quantity of images, time of scanning, scanner operator, and scanner and scan station used to acquire the images.

When each box is completed, the scanner operator will initial the progress label, indicating that this process has been completed

Image QC:

As the images are being scanned, each image is displayed on screen, allowing the operator to view the images at a high level, checking for folded corners, streaks, or other major defects.

Once each batch is completed, the operator will scroll through the scanned images, checking each image at a closer level, to ensure that each image had been properly captured, that each image is the best image possible from the source page, and that all images have been properly cropped, rotated and blanks removed.

Once the image QC is completed, the batch will be released for image processing and indexing.

When the Image QC of each box is completed, the scanner operator will initial the progress label, indicating that this process has been completed

Document Indexing:

All Indexing will be completed in a combination of utilizing the CSV data file provided by the city to collect information such as Permit # and address; and by collecting additional information such as document type and dates.

Once collected, specific index values will be used to generate the naming of output file folders, output file names and corresponding metadata; which will be defined at the time of the start of the project. If any index value is to be used for file and/or folder naming, it may be necessary to replace certain characters (such as replacing a "/" with a "-"), as certain characters are restricted from use in file/folder naming.

Image Processing and Data Migration:

All Images and Index data will be programmatically processed via specialized software to ensure that all deliverable files meet the City of Santa Ana specifications.

The processing software will know the types of documents it is processing and will programmatically build the folder structure and file names (based on the index values) in accordance with the requirements for each specific document collection, and as pre-determined prior to the start of that collection.

The processing software will also build the output files to create the Image Only PDF, one for each source document, ensuring that all pages are placed, regardless of size, and in proper page order.

In addition, the process software will validate that all images and documents within each batch are successfully output, and that all batches are properly processed. The process will also deliver a log file that will provide all reporting data in a .CSV file format to be delivered to City of Santa Ana on a regular basis.

Document Security:

ARC Document Solutions takes the security of all its clients records seriously. This means we take precautions not only for the physical security of the records, but also to best control the accessibility to the record content as well as the resulting image and data files. To assist with this process, ARC has implemented the following steps to help control the access to this information:

- All project barcoding lists the client names by *Initials or Abbreviation*. This eliminates the immediate identification by non-ARC employees as a box of records from a specific client.
- All ARC Full-time, Part-time, and Temp Employees are required to sign a Confidentiality/Non-Disclosure Agreement form prior to employment. This is in addition to the Full Background Checks and/or Drug Screen Tests that are required for general Employment.
- All Client Boxes pass through a defined scanning workflow that includes a Box In-Progress label placed on every box in addition to the Box ID Barcode label. This Tracking label requires the ARC Employee that is handling the box for a specific process to initial & date the label as to when the process took place, and who handled the process.

PRICE SCHEDULE:

The following Price Table is established based on performance standards as established in this scope of work.

CITY OF SANTA ANA PROJECT PRICE SCHEDULE:

Table 1:

Service	Description	ESTIMATED QUANTITY	Unit	Per Unit
Plan Sheet Imaging – B&W	Convert Large Format Sheets to PDF (12x18 up to 36x48) B&W - 300 DPI.	82,000	Image	\$ 0.55
Small Format B&W Imaging	Convert Documents up to 11x17 to PDF. B/W - 300 DPI & Medium Preparation (Permit and Certificate of Occupancy Records).	785,000	Image	\$ 0.07
Film Imaging	16 mm Microfilm – Roll-film image conversion 300 DPI.	450,000	Image	\$ 0.03
Film Imaging	35 Microfilm – Roll-film image conversion 300 DPI.	224,000	Image	\$ 0.06
Indexing - File Naming	Subjective Manual Extraction of Key Data - Includes up to 1 Short Attributes & Document Exploration (Permit Number).	75,000	File	\$ 0.15
Destruction	Document Destruction.	700	Per Box	\$ 2.00
Logistics	Document Transportation - Pickup.	Inc	Per Trip	\$ -
Logistics	Document Transportation - Delivery.	Inc	Per Trip	\$ -
Data Deliverable	Data Transfer to LaserFiche.	Inc	Gbyte	\$ -
Data Deliverable	Encrypted USB Drive with Data.	TBD	Each	\$ 50.00
Estimated Project Total:				\$ 139,640.00

ARC will bill the City of Santa for all completed work based on the unit prices defined in Table 1. ARC has determined that the complete backfile conversion volumes estimated in Table 1 can be completed within the first year of the agreement and as such, will honor a 'Not to Exceed' total in the first year of \$139,640 assuming total actual volumes do not exceed 110% of the total estimated. This 'Not to Exceed' price is also defined only for the documents and volumes that were shared during the pre-bid walkthrough completed on August 19, 2020. Any additional materials that are included after that period will be subject to the unit prices outlined above.

Annual estimated expense:

Year 1: \$139,640.00

Years 2-4: \$7,500.00 Based on prior years volumes.

**AGREEMENT BETWEEN THE CITY OF SANTA ANA
AND UNITED RECORDS MANAGEMENT, INC.**

THIS AGREEMENT is made and entered into on this 20th day of October, 2020 by and between United Records Management, Inc. dba URM Technologies ("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 August 20, 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

To Consultant:

Tom Giese, Sales Manager
URM Technologies
28470 Witherspoon Pkwy.
Valencia, CA 91355
Phone: (800) 280-5180
Email: tgiese@URMcorp.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:

CITY OF SANTA ANA


Daisy Gomez
Clerk of the Council


Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:
United Records Management, Inc.

By: 
Lisa E. Storek
Assistant City Attorney


Tom Giese
Sales Manager

RECOMMENDED FOR APPROVAL:

Minh Thai, Executive Director
Planning & Building Agency

EXHIBIT A
PROPOSAL/SCOPE OF SERVICES



The City of
Santa Ana

August 20, 2020

RFP No. 20-043

Scanning, Digitizing and Indexing Services

Tom Giese
United Records Management, Inc.
evalencia@urmcorp.com
(661) 705-0500



25D-61

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Cost Proposal

Below are line-item costs, as well as an estimated total project cost based on estimates of volumes. URM is prepared and able to do the entire backfile conversion at once, or to phase it in over two or three years if that works best for the city's budget.

SCANNING				
Item	Volume	Unit Cost		Total
prep and scan Building Permits, B&W, Grayscale, or Color	902,400	\$0.044	per image	\$39,705.60
prep and scan Plan Sets B&W	0	\$0.58	per image	\$0.00
prep and scan Plan Sets greyscale (or color)	86,250	\$0.64	per image	\$55,200.00
prep and scan 16mm Building Permits	181	\$30.00	per roll	\$5,430.00
prep and scan 35mm Plan Sets	87	\$30.00	per roll	\$2,610.00
SUBTOTAL				\$102,945.60

Metadata Capture Per RFQ Specs				
Item	Volume	Unit Cost		Total
Building Permits	169,200	\$0.120	per permit	\$20,304.00
Plan Sets	25,875	\$0.120	per permit	\$3,105.00
16mm Building Permits	81,450	\$0.120	per permit	\$9,774.00
prep and scan 35mm Plan Sets	3,306	\$0.120	per permit	\$396.72
SUBTOTAL				\$33,579.72

Other Services				
Item	Volume	Unit Cost		Total
Pickup & Delivery of Hard Copy	10	\$75.000	per trip	\$750.00
24-hour rush electronic delivery	0	\$30.000	per document	\$0.00
SUBTOTAL				\$750.00

ESTIMATED PROJECT TOTAL	\$137,275.32
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NOT TO EXCEED COST = \$190,000.00

URM will invoice this backfile project based upon the unit costs outlined above. Volumes up to 110% of URM's volume estimates will be covered by the Not-to-Exceed cost of \$190,000.00.

Day-forward volumes and volumes exceeding 110% of the volume estimates are not covered by Not-to-Exceed cost.

Volume Estimates

Hard Copy Permits – 188 file cabinet drawers, average 300 files per drawer. Estimating about 16 pages and 3 permits per file.

56,400 files
902,400 pages
169,200 permit numbers

Hard Copy Building Plans – Fifty 12" x 36" shelves hold about 125 plan sets per shelf. 38 12 x 24 x 17 boxes hold about 62.5 plan sheets each. Estimating about 10 sheets and 3 permit numbers per plan set.

8,625 plan sets
86,250 sheets
25,875 permit numbers

16mm Microfilm Permits – 181 16mm reels hold about 450 permits and 900 images per reel.

181 reels
162,900 images
81,450 permits

35mm Microfilm Building Plans – 87 microfilm reels hold about 38 plan sets and 380 total images per roll.

87 reels
33,060 images
3,306 plan sets

Project Overview / Scope of Work

Pickup of Files

URM will pick up the files for scanning on a mutually agreed-upon schedule, or on an on-call basis. URM has the capacity to pick up all the files at the start of the project if that is desired. URM will provide bar-code labels which may be placed on boxes and noted on the city's manifest to track all boxes. Boxes can also be tracked by the city's box number. Firm(s) will take all necessary precautions to ensure the integrity of the drawings during the process. All drawings shall remain in the firm(s) custody until the scanning and indexing are complete or until requested for quality control by the City.

Document Prep

URM personnel will prep the files for scanning. This will be done in accordance with specs from the RFP. This may entail repairing tears, handling post-it notes per instructions, etc.

Scanning

URM will ensure that all information that can be interpreted on the original can be interpreted on a full-size printout of the scanned image. Resolution shall be sufficient to ensure that all information legible on the original is legible on the tagged image file format. Images will be stored in the Tagged Image File Format (TIFF) with Group 4-IV compression. URM understands that the City reserves the right to change the format to JPG and/or PDF at any-time (file format should not be limited to the above-mentioned formats). All images shall be correctly oriented with the topside up and skew of less than three degrees. Permits and Documents shall be scanned in Black and White. All drawings / Blueprints shall be scanned in Greyscale. URM will be responsible for ensuring that the number of pages in each drawing set matches the number of images scanned for the set. URM will scan any missing pages from a set if they are discovered by the City after the fact for up to a year at no additional cost. City reserves the right to have the firm(s) redo any scan that does not meet City's quality standards at no cost to the City.

Indexing Requirements

All scanned documents that are contained in the Laserfiche Briefcase shall be indexed to a Laserfiche template. All scanned documents shall be named by permit number or Certificate of Occupancy number and type of document. Example: Permit_101102591_issued date or Plan_101102591_issued date and COO_80420618. Indexes for these scanned documents should include the fields as listed in the RFP. If the city provides a database of valid street names, street qualifiers, or street addresses, URM will use the database to eliminate human error in the indexing process.

Output Format

URM is a Laserfiche reseller. Images and metadata will be in Laserfiche Briefcase format if desired.

Disposition of Hard Copy

After scanning, the hard copy can be returned to the client, shredded, or stored at URM Technologies.

Delivery of Images

URM will import the files and metadata directly to the city's Laserfiche environment if access is granted. An encrypted USB I also be provided. If files are delivered to electronically there is no sales tax.

Schedule/Turnaround

Files can be picked up on a set schedule or on-call. In no case will URM have hard copy for more than 45 days before delivering scanned, indexed, and formatted output to the city. We could do the Permits in four weekly pickups so that all files are not out at once. Scanned images will be returned to the customer in one week from pickup. Building Plans can be done in ten weekly pickups.

Availability of Files

Should a file be needed urgently while in our possession, URM will scan the file and make it available the next business day via FTP or secure shared folder. Otherwise, a hard copy of the file will be returned to the City within three business days.

Security

URM is ITAR and HIPAA Compliant

Facilities

- Our facility is equipped with seismically braced racking, alarms, fire extinguishers, and a fire suppression system compatible with storage of documents, electronic media, film-based records, and computer backup media.
- Facility was built under the latest and most stringent earthquake, fire, and safety codes and is maintained in accordance with the strictest standards.
- Facility is monitored 24 hours a day via CCTV cameras and motion detectors. A DVR system records activity and playback is available.
- All points of entry are equipped with badge access control.
- URM carries a \$2 million general liability policy.

Employees

- All URM employees are US Citizens or Green Card holders with the legal right to work in this country.
- URM checks I-9 documents prior to hiring and uses E-Verify to confirm employee eligibility.
- All employees are subject to a full background investigation.
- All employees are required to execute a confidentiality agreement prior to employment.

Technology & Accuracy

- All boxes are identified with a unique barcode number upon pickup and tracked throughout the process to endure a complete chain of custody.
- Clients can view inventory via web portal.
- URM has strict backup procedures to ensure the security and integrity of your information.

**AGREEMENT BETWEEN THE CITY OF SANTA ANA
AND VIATRON SYSTEMS, INC.**

THIS AGREEMENT is made and entered into on this 20th day of October, 2020 by and between Via TRON Systems, 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

To Consultant:

ViaTRON Systems, Inc. Geoff Erwin, President 18233 S. Hoover St. Gardena, CA 90248 Phone: (310) 756-0607 Email: gerwin@viatron.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:

CITY OF SANTA ANA


Daisy Gomez
Clerk of the Council

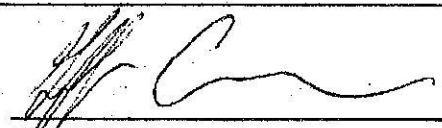
Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:
ViaTRON Systems, Inc.

By: 
Lisa E. Storck
Assistant City Attorney


Geoff Erwin
President

RECOMMENDED FOR APPROVAL:

Minh Thai, Executive Director
Planning & Building Agency

EXHIBIT A
PROPOSAL/SCOPE OF SERVICES

PROCEDURES FOR SECURE HANDLING

Overview

ViaTRON has implemented the highest possible security to protect our client's documents. ViaTRON surpasses the SOC, AT101 and HIPAA standards. ViaTRON is always increasing security measures to safeguard Client documents. The following are a few of the internal security controls related to the City's project.

Confidentiality Agreement

ViaTRON has a confidentially non-disclosures security agreement with all ViaTRON employees. In the confidentially agreement, the employees confirm that employee does not have any direct or indirect personal connection to the information the employee will be receiving on the project. Employee also agrees to keep all information absolutely confidential. Employees are not allowed to bring any kind of bag, CDs, DVDs, cameras, USB sticks, or mobile devices into the production facility.

Employee Background Check

ViaTRON performs a complete background check on all employees.

High Security Facility

ViaTRON is a high security facility. Our facility has the most up to date security system set up with surveillance cameras and security alarm systems. Every persons and items moving in or out of ViaTRON's facility are closely monitored. Employees are only allowed to enter the office through a single entrance. ViaTRON has restricted areas once employee is inside the facility. ViaTRON stores all physical and electronic data in a secured area within the production facility. This information is kept locked in a separate location away from employees.

Transporting Data

Any data moving in or out of the company on paper, hard drive, CD, DVD, memory stick, tape or optical disc are recorded on the "Product Entry/Work Order". Data on media are encrypted and password protected. ViaTRON deletes/scrubs all data from ViaTRON's server once permission is granted by City.

Pickup/Delivery Security

ViaTRON only uses ViaTRON employees and ViaTRON trucks to pick up and deliver City's documents. ViaTRON does not use outside/third party companies for transportation. ViaTRON does not break the chain-of-custody. ViaTRON takes full responsibility once ViaTRON picks up the data.

Workstation Security

Each employee has an individual login password. ViaTRON has removed access to the internet on the workstations.

Security Cameras

ViaTRON has security cameras monitoring all work areas. There are also cameras monitoring all entrances and exits into the building including parking structure.

Access Card/Badge

ViaTRON has a secured access system for entry into our production facility. Employees use an access card to enter and exit the building. Visitors are allowed access once approved with our GM and will be given a temporary access badge. ViaTRON maintains a detail report of all access into the production facility.

PROCEDURES FOR SCANNING, INDEXING, AND QC

SCANNING



Document Scanning.

ViaTRON has a very strict “No Page Left Behind” rule in regard to

- All Scanning employees are trained and tested prior to start of project. Same employees are used throughout the project.
- Documents are provided by the ViaTRON Doc Prep Department free of any staples, paperclips, etc.... It is the Scanning operator's sole responsibility to be 100% focused on scanning pages in real time. Staff monitors each page as it is scanned and verified for image enhancement and image quality.
- Scanning is done by operator physically watching each image in real time. The operator physically touches and watches every page being processed.
- Scanning is done on an average of 200 pages per batch.
- Every batch of pages are scanned twice to insure page counts match.
- Any error messages (example: double feed) are recorded and checked for false-positive.
- All pages are scanned in both Color and Black & White simultaneously.
- All raw images are saved (No image-enhancements done) in case QC department has an issue they need to look back at.
- Scanners are cleaned and calibrated twice a day.
- All scanning employees are supervised in real-time.
- No pages are automatically deleted.
- ViaTRON does not use auto-deletion features in software as its not 100% accurate. Any blank page deletion is done manually and QC for accuracy afterwards.

INDEXING

ViaTRON mainly uses **LaserFiche** as well as Kofax and Kodak Capture Pro for indexing and separation of this project.

The process is simple,

1. Software identifies the barcode pages.
2. Automatically separates the batches.
3. The index value is presented to Data Entry employee for key entry.

4. Double-Key Entry: Another employee will read the same image and key in the index value. This is to insure by 99.9% accuracy there are no typos.
5. Technical department runs report queries reviewing batches, batch sizes, index values compared to existing database.
6. Batches are then passed to our QC department to review for final errors.

QUALITY CONTROL

Pickup and Delivery

We use ViaTRON's vans/trucks to pick up and deliver boxes from/to the City offices. We have in-house employees (truck drivers) to perform all the pickup and delivery tasks. ViaTRON does not outsource this work. We do not allow third party companies to touch any of our clients' documents. It is very important to maintain the "chain of custody" for all documents/boxes picked up or delivered to the City.

Box Tracking

In addition to the City's box number, ViaTRON creates an internal bar code control number and label for each box picked up. Any damaged boxes are photographed and tagged. The control numbers are entered into a central Project Management Tracking System. From this point forward the Project Management Tracking System will track the location, status and progress of that individual box. The City can check the condition or status of the box from the moment the box is picked up.

Double Check System

Every task performed on the City project will be checked two times using a manual and an electronic control system. Employees' work will be checked by our Quality Assurance Department. The QA Employees' work will be checked by the department supervisor. The Supervisor's tasks will be checked by the project manager. Every Employee's work will be double checked.

Employee Control

Each employee working on the City project will undergo a full review. Employees who have any connection (present or past) to the City will not be allowed to work on the project. An Employee will also not be allowed to work on the City project if they have an immediate family member working at City. ViaTRON performs a complete background check on all employees. Employees who have criminal records are not allowed to work at ViaTRON. All client boxes/documents are monitored very closely at three levels. It is impossible for any one person to have full access. Employees are trained for 40 hours specifically on the City documents before they are allowed to begin working on the project. All work performed by the employee is tracked and monitored by the Project Management Tracking System.

Box Control

ViaTRON Production Center handles each box in a unique manner. The box is analyzed by content. A detailed log is prepared to identify the box contents: pages, folder, document size, condition of documents, condition of box, and index variations. This information is kept separately and later used to crosscheck the finished product. Any discrepancy will result in the full audit of the box.

Document Tracking

ViaTRON's Central Project Management Tracking System tracks every employee who has come into contact of each document. For control purposes, we will be able to trace the individual tasks, date and time the file was accessed or worked on.

Document/Folder Control

Every document/folder in a box is checked twice. The first is performed by the Document Preparation Employee who does a physical count of the documents and creates a batch count report. This report is later crosschecked with the Final QA Report. We will need to get a 100% match or the entire box is audited.

Image Control

ViaTRON uses several types of sophisticated image enhancement software to improve the quality of the images during the scan process. ViaTRON sends each image through three electronic levels of image enhancement. Each of these levels is meant to improve the quality of the original image. In addition to electronic enhancements, ViaTRON also manually checks (QC) every image for accuracy.

Error Corrections

ViaTRON corrects all image quality tasks within 24 hours. In most cases, image quality and enhancement are corrected in real-time. ViaTRON creates a Raw Image file of all documents as an automatic backup. In addition, the index fields are stored in a SQL database. This system was designed internally for auditing purposes. Any errors can be repaired immediately. Only in a few cases we may need to go back to the original paper to rescan. This can be done within a 24-hour period. Image repair, file separation and index correction can be done in real time and forwarded to City within 1 – 24 hours.

EXPERIENCE

Since 1990, ViaTRON has successfully completed thousands of Document Scanning projects into the software including Laserfiche, Tyler, Odyssey, Documentum, FileNet, OnBase, HPE, ApplicationXtender, Mfiles, Filebound, and more.

Below are a few examples of recent projects we have completed recently or are in the process of completing.

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Summary Methodology

Project Preparation

- Planning
- Build & Configure Scanners/Software
- Test documents
- Test Acceptance
- Go Live/Full Production

Freight – Pickup

- Document Inventory/Manifest
- Pickup – ViaTRON Certified Employees
- ViaTRON Receiving
- Box Tracking & Audit Report

Document Preparation

- Paper Preparation
- Document Preparation Quality Assurance

Scanning

- Scan
- Image Quality Assurance

Indexing

- Indexing
- Double Blind Key Indexing
- Indexing Quality Assurance

Quality Assurance

- Page-by-page review

Scan-On-Demand

- Client Document Request

Data Delivery

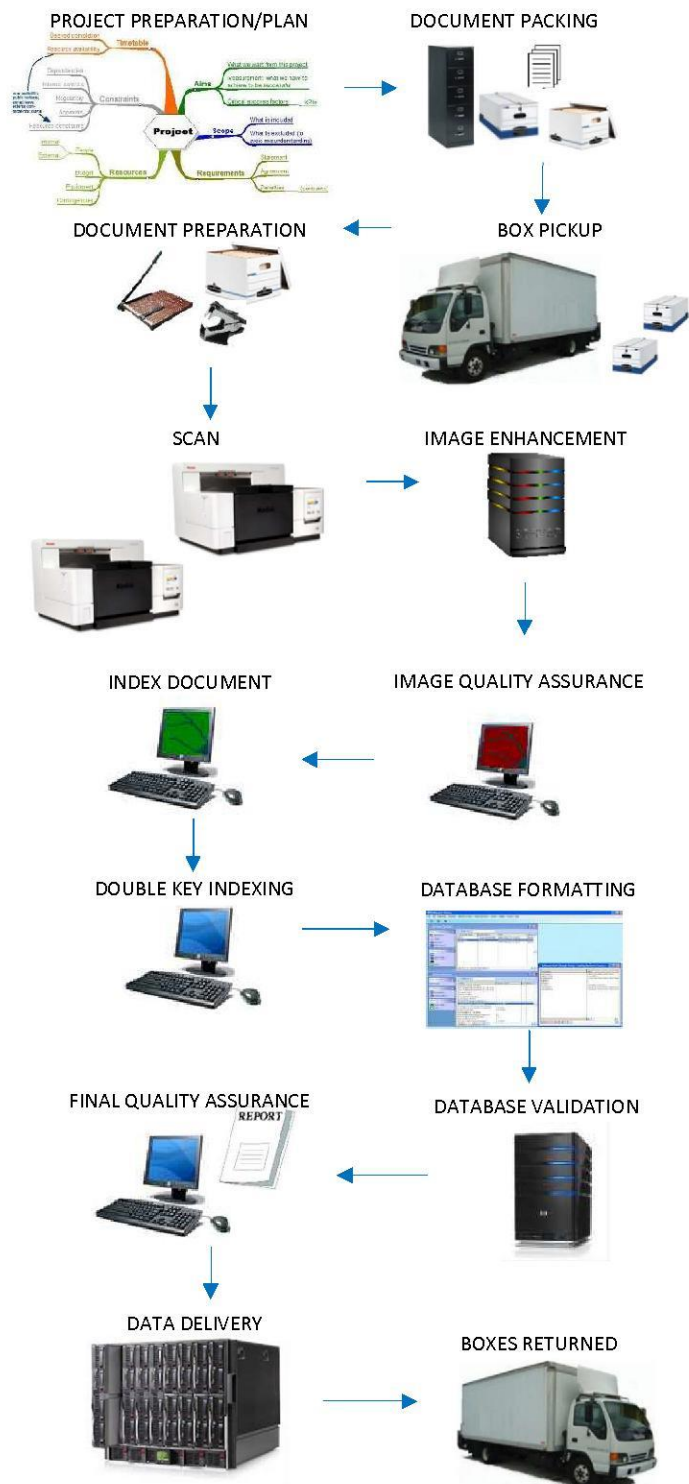
- SFTP Data Delivery

Client Review

- Random Quality Check by City
- Delivery Acceptance

Freight – Delivery

- Delivery – ViaTRON Certified Employees



Project Planning

The information provided has been prepared specifically for the City of Santa Ana by the ViaTRON Data Conversion team. This information covers several important areas. The step by step procedures explains the manner in which ViaTRON would handle the Document Scanning Project in reference to the scope of work provided in the RFP.

Project Meeting

ViaTRON will meet with the assigned key staff of each City department to develop a plan for the project including, but not limited to:

- Performing a page count (est. of pages, large format, etc....)
- Designing Scope of Work that includes items such as,
 - o If ViaTRON is required to pack the boxes.
 - o Document Prep rules
 - o Indexes
 - o QC measures
- Create draft timeline and milestones for completion.
- Sample boxes completed and reviewed by City Department for approval.
- Updated timeline and milestones based off Sample competition.

Logistics

Document Transmittal

Prior to picking up boxes, ViaTRON will send a Project Manager to the City of Santa Ana's locations to do the following task.

- Estimate the number of boxes
- Create barcode labels for the boxes

ViaTRON uses computerized tracking software to track the boxes before they leave the City. A unique barcode is attached to each box. The barcode tracks several pieces of key information. An automatic tracking report is generated that includes the following information:

- Box unique ID code
- Date of pickup
- Location of pickup
- All persons involved in the pickup transaction and travel log number.
- Work order must be signed outlining box count and manifest.

File Packing/Box Sealing

- ViaTRON will send a team of employees to pick up the boxes for the City of Santa Ana. All employees will go through a certified background check when handling court documents.
- Once all boxes are packed for delivery, ViaTRON will then seal all the boxes

Pickup – ViaTRON Certified Employees

ViaTRON only uses ViaTRON employees to pick up boxes. ViaTRON has strict rules regarding the chain-of-custody regarding client documents.

**City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701**

- ViaTRON does not outsource any freight services
- All pickup and deliveries are performed by ViaTRON trained employees
- The trucks are scheduled to only make one pickup at a time to prevent cross contamination of documents
- Drivers keep a detailed security log for each trip. The security log keeps track of departure time, pickup/delivery start, pickup/delivery end, and return to ViaTRON Storage Center
- A standby driver/team are in place to immediately assist in case of mechanical problems

ViaTRON – Receiving

ViaTRON uses a double check system to verify all data. This procedure is used in receiving boxes from the City.

- When the truck arrives at ViaTRON facility, the boxes are moved to a holding area
- A barcode reader is used to verify the barcodes
- The verification is done by two managers
- The separate information is uploaded into the tracking software
- The software verifies the original data with the two manager scanned data
- The managers also check the boxes for damage and report it
- Any discrepancy is logged into the master quality control report
- Security issues if any will be resolved within 1 hour and City will be notified
- Box Tracking & Audit Report
- Every employee enters project work progress into the tracking report
- Every employee also enters quality control and monitoring info in quality control report
- The tracking report and quality control report are reviewed by the project manager several times throughout the day

Document Preparation

- ViaTRON has a team of dedicated employees to perform the Document Prep work.
- ViaTRON will test 5 boxes for each class/category of documents to establish the PSR (Project Specific Rules). The test is to determine the most accurate and efficient method to prepare the folder to be scanned.
- All Document Prep employees will be trained on the PSR.
- Each Document Prep employee will be assigned one box at a time and tested for PSR accuracy.
- Removing paperclips and staples.
- Unfolding documents, repairing tears and dog-ears.
- Smoothing pages for clean feed.
- Unbinding books.
- Taping sticky notes onto blank page for scanning.
- Barcode templates provided to the City.
- Any non-paper items will be recorded down in the exemption report and returned.

Document Preparation – Quality Assurance

- The Document Prep supervisor checks all boxes prepared by the Document Prep employees.
- The quality control report is updated if problems are found. Problems are resolved within 1 hour.
- The supervisor either accepts or send the work back for reprocessing.
- The tracking report is updated releasing the boxes to move to the next steps.

Scanning

- All scanning is done with an operator standing next to the scanner to make sure all pages are scanned accurately and to check for double feed errors.

- Special image enhancement software shall be used: de-speckling, de-skewing, image rotation, background suppression, adaptive threshold, edge enhancement, and gray tone filtering
- ViaTRON's scanner technicians will monitor the size, resolution and format of each document scanned using the tags/markers placed by the Document Prep team.
- The files will always be kept together. This will ensure the documents are always in the same order
- Recommend all documents will be scanned at 300 dpi for best quality. Additional DPI of 400 can also be achieved if required.
- Documents will be processed in PDF-A or TIFF as per requested in RFP.
- ViaTRON will work with City departments during the test phase to develop the optimum results.
- All images can be processed with Searchable OCR at no extra charge.

Document Scanning – Quality Control

- Each Image will be reviewed and if needed compared with the originals to ensure the best quality was obtained.
- Quality Control is done throughout the project life cycle,
 - During Document Prep. Staff will be able to identify pages that the scanners will have problems with, or need to be taped to another blank sheet to process.
 - During scanning. Scan operators are able to locate/flag images that are not acceptable quality.
 - During Indexing. Index staff are looking for clarity of fonts and images.
 - During QC. Staff will be reviewing images for readability, orientation, and overall quality. Referring to the originals if needed.
- ViaTRON QC team will flag any image that isn't of accepted standards, for re-scanning.
- Quality is guaranteed, and re-scans are of no extra charge.

Indexing

- ViaTRON software will automatically detect every target page that has a barcode separation page.
- ViaTRON's employee will manually index one document from one box at a time

Double Key Indexing

ViaTRON performs double key ensure the highest quality of work.

- ViaTRON utilizes a blind key verification process, meaning that the verifier is unaware of the entries made by the other encoder. This process ensure that the indexed date is 100% accurate at the character level.

Indexing Quality Assurance

- The system engineer performs data validation through character mix, date ranges, quantity ranges, including database lookup

Scan on Demand

- ViaTRON Systems understands that the files are live and the client may need access to files before the project is completed.
- If City has a request for a document, ViaTRON will locate the file and provide client with the scanned digital copy through our secured FTP site, email, or any other means preferred.

Data Delivery

ViaTRON has multiple approaches to data delivery. The typical method of delivery is through a password encrypted hard drive. Some clients choose the option to download via secured FTP site.

ViaTRON recommends delivering the data via Secure FTP.

5. COST PROPOSAL

All Proposers are required to submit a cost breakdown by contract year (including renewal option term if exercised); including estimated hours, hourly rates, expenses, and a total not-to-exceed cost with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of ninety (90) days following Proposal deadline. The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.

The proposed fees and rates for this contract will be fixed for the duration of the agreement, including allowable renewal options exercised at the discretion of the City.

ViaTRON Response:

ViaTRON has reviewed the files based on the Mandatory walkthrough that took place at the City of Santa Ana on August 19th 2020. Based on the walkthrough we have attached a Document Analysis Spreadsheet below outlining the estimated Pages and Image Counts for the 3 File rooms we toured. Image Counts are an educated guess based on our analysis. We have also included an Image Rate for each document type. Our assumptions are that we will bill the City of Santa Ana monthly based on pages scanned for each pick up.

Letter Size – Black & White – 300 DPI - Price Per Page = \$0.039 Cents

Large Format Drawings – Black & White – 300 DPI – Price per Page = \$0.49 Cents

MicroFilm Rolls – 16 MM - Black & White – 300 DPI – Price per Page = \$0.019 Cents

MicroFilm 35 MM - Black & White – 300 DPI – Price per Page = \$0.029 Cents

LaserFiche Formatting and Briefcase creation – Free

Document Pick up – Free

Shredding boxes after scanning (optional) – Free

Based on the Scope of Work and Questions and Answers ViaTRON has submitted pricing below.

DOCUMENT ANALYSIS - CITY OF SANTA ANA ViaTRON Systems, Inc							
BUILDING AND PLANNING	DOCUMENT TYPE	DRAWER/ BOXES	MAPS PER BOX		PAGE COUNT	UNIT PRICE	PRICING
Doc Type	BUILDING FILES - MAPS						
MAPS - ROOM 1	126 BOXES - CUBBIES	126	700	0	88,200	\$0.49	\$ 43,218.00
	7 TUBS	7	800	0	5,600	\$0.49	\$ 2,744.00
Indexing	PERMIT NUMBER, ADDRESS, DATE Clean Rolls w ith Toe Tags w ith Indexing Information. 21 Collums w ith 6 shelves (126 total cubbies). 500-800 Maps per cubbie. 20-100 Maps per roll, some rolls up to 500 sheets. Rubber Stamp on back of Maps - may need double sided scanning. LaserFiche Briefcase format.						
						Sub Total	\$ 45,962.00

BUILDING AND PLANNING	DOCUMENT TYPE	DRAWER/ BOXES	INCH - DRAWER	TOTAL INCHES	PAGE COUNT	UNIT PRICE	PRICING
Doc Type	BUILDING FILES - Letter size files						
Letter Size - Room 1	35 - 4 draw er cabinets. 30 inch draw ers	140	30	4200	420,000	\$0.039	\$ 16,380.00
Indexing	DOC TYPE, ADDRESS. Basic letter size. Some color, but scan black and w hite. Some files small batches - 5 pages. Others have 20-50 pages. Client w ill box up files. LaserFiche Briefcase format.						
						Sub Total	\$ 16,380.00

ROOM # 2 MICROFILM	DOCUMENT TYPE	ROLLS	IMGS-PER ROLL	Est. PAGE COUNT	UNIT PRICE	PRICING
Doc Type	MICROFILM					
35 MM Film	Est 320 Rolls - 35 MM	320	1000	320,000	\$0.029	\$ 9,280.00
16 MM Film	Est. 181 Rolls - 16 MM	181	2000	362,000	\$0.019	\$ 6,878.00
Indexing	PERMIT NUMBER , DOC TYPE, ADDRESS. 35 MM andf 16 MM Microfilm Rolls. Page Count per roll, Unknow n. How ever estimated at 1,000 and 2,000 images respectively. Film w ill be billed at \$0.019 per Image for 16 MM, and \$0.029 for 35 MM.					
					Sub Total	\$ 16,158.00

BUILDING AND PLANNING	DOCUMENT TYPE	DRAWER/ BOXES	MAPS PER BOX	PAGE COUNT	UNIT PRICE	PRICING	
Doc Type	CERT OF OCCUPANCY - MAPS						
CERT OF OCC - MAPS - ROOM 3	22 Boxes	22	700	0	15,400	\$0.4900	\$ 7,546.00
Indexing	PERMIT NUMBEER, ADDRESS, DATE Clean Rolls w ith Toe Tags. 22 Boxes. Estimated 700 Maps per Box. 20-100 Maps per roll. Few large rolls w ith 500 pages. Rubber Stamp on back of Maps - may need double sided scanning. LaserFiche Briefcase format.						
					Sub Total	\$ 7,546.00	

BUILDING AND PLANNING	DOCUMENT TYPE	DRAWER/ BOXES	INCH - DRAWER	TOTAL INCHES	PAGE COUNT	UNIT PRICE	PRICING
Doc Type	CERT OF OCCUPANCY - LETTER SIZE						
CERT OF OCC - ROOM 3	7 - 4 draw er cabinets. 30 inch draw ers	21	30	630	94,500	\$0.0390	\$ 3,685.50
Indexing	DOC TYPE, ADDRESS. Basic letter size. Some color, but scan black and w hite. Some files small batches - 5 pages. Others have 20-50 pages. Use 10 page batch average. Heavy Prep.						
						Sub Total	\$ 3,685.50
						Grand Total	\$ 89,731.50
SEPT 3rd, 2020 - Confidential Document Analysis intended for the City of Santa Ana. ViaTRON Systems Inc - Ernst Gangnes							

We have also attached an alternate price list for documents that may fall out of the current Scope of work. We do not foresee the City of Santa Ana needing these services but have included as an option just in case there is a particular requirement for a certain document type.

Optional Only – Based on Scope we do not foresee the City of Santa Ana needing these options:

- Letter Size - Color or Greyscale - \$0.01 Per Image
- Large Format – Color or Greyscale - \$0.08 Per Image
- MicroFiche MicroFilm – Color or Greyscale - \$0.01
- OCR – \$0.005
- Boxing and Packing Services - \$22 an Hour.
- Aperture Cards - \$1.00 per sheet
- MicroFiche Sheets - \$0.60 per Sheet
- Com Fiche - \$0.029 per image
- Advanced Doc Prep - \$0.01 per Page
- Advanced Indexing - \$0.01 per Page.
- Advanced QC - \$0.01 per Page.