

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

DOCUMENT SCANNING, INDEXING, AND QUALITY CONTROL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this 18 day of September, 2024 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **COMPLETE PAPERLESS SOLUTION, LLC**, a Limited Liability Company (LLC) (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **September 18, 2024** and shall end on **June 30, 2026** (“Initial Term”). Upon termination of the Initial Term, this Agreement shall automatically renew for one (1) additional one (1) year term (“First Renewal Term”). Upon termination of the First Renewal Term, if it occurs, this Agreement shall automatically renew for one (1) additional one (1) year term (“Second Renewal Term”). Upon termination of the Second Renewal Term, if it occurs, this Agreement shall automatically renew for one (1) additional one (1) year term (“Third Renewal Term”). None of the renewal terms provided hereunder shall occur if the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The word “term” shall refer to the Initial Term and any renewal term which actually occurs. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

ATTACHMENT NO. 2

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all applicable emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **One Million Dollars and Zero Cents (\$1,000,000.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person. In no event shall the compensation paid during the term of this Agreement exceed the following amounts:

- a. Initial Term: **Four Hundred Thirty Thousand Dollars and Zero Cents (\$430,000.00)**
- b. First Renewal Term: **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**
- c. Second Renewal Term: **One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00)**
- d. Third Renewal Term: **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)**

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

- b. The beginning and ending dates of the billing period;
- c. A “Task Summary” containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City’s option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative’s signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **DOCUMENT SCANNING, INDEXING, AND QUALITY CONTROL SERVICES.** The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the

extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term "design professional" as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a "design professional" as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws where they apply to the Services, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the

implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant’s failure to pay prevailing wages.

b. Labor Code of California. The Consultant’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City’s principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day’s work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to

Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and

responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a “consultant” as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a “Statement of Economic Interest” with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a “Statement of Economic Interest” to disclose such other person’s financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City’s annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days’ written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this

Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City

is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or 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.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum 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 shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by **Jamie Dunn, VP of Sales** (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, **Edna Aguilar, Management Analyst** (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

COMPLETE PAPERLESS SOLUTION, LLC
Attn: Jamie Dunn, VP of Sales
5130 E. La Palma Ave #206
Anaheim, CA 92807

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Edna Aguilar, Management Analyst

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which

may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT



Armando Villa, City Manager



Jamie Dunn, VP of Sales

Attest:



Stephanie Roseen, Acting City Clerk



Claude Schott, CFO

Approved as to Form:



Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if Consultant is a corporation, unless provided with a certificate of secretary in-lieu]

EXHIBIT A

SCOPE OF SERVICES

Services shall include **DOCUMENT SCANNING, INDEXING, AND QUALITY CONTROL SERVICES** in the amount not to exceed **One Million Dollars and Zero Cents (\$1,000,000.00)** as further detailed in the following page(s). In no event shall the compensation paid during the term of this Agreement exceed the following amounts:

Initial Term: **Four Hundred Thirty Thousand Dollars and Zero Cents (\$430,000.00)**

First Renewal Term: **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**

Second Renewal Term: **One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00)**

Third Renewal Term: **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)**

EXHIBIT A.

SCOPE OF WORK-

For the purposes of this Scope of Work, the terms “Consultant,” “Vendor,” and “Proposer” will all refer to Consultant.

The Consultant will be responsible for the following tasks:

Task 1 – Comprehensive Document Scanning & Indexing Services

Some of the file types to be scanned will consist of, but are not limited to:

- Building Plans
- Planning Cases and Project Files
- Engineering Plans and Project Files
- Capital Improvement Projects
- Specialized Studies and Reports
- Plan Rolls, Folded Maps and Mylar Maps
- Agreements and Bid Documents

File types may contain flat and folded documents of varying sizes and plan rolls will vary in size from under an inch to 12” or more in diameter. Proposers may assume all paper records are in satisfactory condition. Letter, legal and ledger-sized documents are primarily printed on standard white office paper (approximately 20 lb); ANSI-C and above sized documents may be printed on paper, Mylar, blueprints, sepia, or vellum and must be organized by project as directed by the City.

THE FOLLOWING CRITERIA MUST BE MET:

A. Laserfiche:

Ability to scan content directly and seamlessly into Laserfiche using an upload utility – must have a tool that directly uploads content to Laserfiche including the ability to file directly into established folders and ability to add required meta data.

B. Ability to Scan:

- a. Manila folder – content in file folders
- b. Legal documents
- c. Ledger-size documents
- d. Letters
- e. Carbon copies
- f. Photo exhibits
- g. Spiral-bound books
- h. Tabbed paper
- i. Large format items: Posters, banners, etc., with dimensions specified.
- j. Drawings & Blueprints
- k. All ANSI-sized documents

C. Images:

- a. Duplex scan documents to capture both front and back of documents where needed. Images must be oriented correctly for viewing. Text must be readable up to the edge of the document.
- b. Image clean-up: the scanned documents should be de-skewed, de-speckled, blank pages and black borders removed, hole punch images removed, and background color drop out (where possible). Color images must be viewable quality so that detail in the image is captured.
- c. For the purposes of this RFP, Proposer is invited to offer suggestions on how best to scan color photos to maintain the quality and detail of an image while striving to reduce size of the electronic image.

D. OCR all content with guarantee of 99.5% accuracy on images and ability for 600 dpi images.

E. Quality checking images scanned:

- a. Visual inspection of each image against the original, rescanning documents as needed
- b. Manual image quality adjustment and QA of every image for clarity, legibility, quality, cut-offs or file type compression errors
- c. Images are of the same or better quality than the original
- d. Ensure all images are accurately indexed
- e. All documents are to be scanned and returned in the same order as provided
- f. All folders within the XML file should appear in the same order as they exist in paper
- g. The City may perform a QA of each image and associated indexing delivered by the vendor; if the City discovers unacceptable images, the Vendor, at no additional cost to the City, will correct all such unacceptable images

F. Data entry of index fields following Laserfiche Templates. Fields change depending on the document scanned.

G. Quality checking index data.

H. Perform rework on errors or omissions with no additional charge.

I. Warranty period of 1 year against defects.

J. Records must be saved in PDF/A format.

K. Any and all City documents in the possession of the Proposer must be stored in a climate controlled safe and secure location. The City must have access to all City documents in the Proposer's possession upon request, with a hard copy or electronic file provided within 24 hours.

L. Document prep:

- a. Ability to scan small documents such as receipts in line with large-size documents in a single scan
- b. Staple and fastener removal
- c. Metal, plastic, twine, glue binder removal
- d. Industrial staple removal capability including box and plier staples
- e. Fix torn pages prior to scanning
- f. Black and white, greyscale and color scanning options

M. Once electronically imaged and upon the request of the Project Manager, documents shall be returned to their original state (re-stapled, bound, rolled, etc.) and returned to the original filing location.

N. Pick-up and delivery of paper documents. When content is picked up, there must be at least two representatives of the scanning organization present; pick-up must not be outsourced. There shall always be two representatives with the content in transit.

O. Pickup and delivery are to occur every three to four weeks or as agreed upon by the Project Manager and the vendor.

P. Vendor must pick up and return original documents promptly according to an established schedule.

Q. Vendor must provide a proof of pickup acknowledgement, to be signed by the Vendor staff and City staff.

R. Vendor must return original documents after scanning or conversion, and provide a proof of return acknowledgement, to be signed by the Vendor staff and City staff.

S. Vendor will only receive direction from the contract manager (to be spelled out in the contract).

T. Vendor will maintain documented chain of command through an audit trail.

U. Vendor will submit quarterly reports of documents being stored at their facility.

V. Vendor must agree to provide private transport; content will never be mixed in transit with other clients, nor additional, non-mission critical stops to occur en route.

W. Content will not leave the state of California.

3. PROPOSED PROJECT WORK PLAN

CPS is a proven qualified firm which can do exactly what the city is asking in regard to providing comprehensive document scanning, indexing, and quality control services. We are fully capable of scanning high volumes of paper quickly, accurately, and efficiently. We specialize in digitizing volumes of documents that vary in size by high-speed scanning methods to convert documents into digital images that will be stored in Laserfiche. We can accommodate pickup/drop-off at multiple locations throughout the city without any problems.

All document types and sizes mentioned in the RFP are able to be scanned as we have previously at other municipalities. Flat and folded documents will be prepped for the highest quality of imaging possible. Our understanding of Laserfiche should provide comfort that there will not be any confusion surrounding this job and executing exactly how the city expects. We will always provide our expertise when we can and make recommendations when we can to make sure the job is executed to perfection.

We have the ability to scan all manilla folders, and the content in each file folder. Legal documents, ledger-size documents, letters, carbon copies, photo exhibits, spiral-bound books, tabbed paper, large format items such as posters, banners, drawings & blueprints, and all ANSI-sized documents. We will be scanning everything in duplex and will delete any blank images while providing image clean up as well. We will use our expertise and technology to produce the highest quality of images as there are techniques, we are able to use to get the best image possible for every document.

All document will be OCR'd and we guarantee 99.5% accuracy on images at 600 dpi or higher. As you will see in our procedure and processes section, our QC process is extensive with visual inspection, manually adjusting to get the best quality, getting the same or better quality than the original, ensuring all images are accurately indexed, and return documents as found and in the same order. The city is able to perform their own QA throughout the process at any time. We understand that templates and metadata fields will change based on the document type which is being scanned. All indexing data will be checked and verified. Any errors or omission on our part will not bring any additional charges to the city. We are able to provide a warranty on our work against any and all defects for a period of 1 year. Records will be saved in a PDF/A format if requested. Documents will always be stored in a climate-controlled area and upon request, documents can be provided back to the city within 24 hours.

We will provide all document prep such as scanning small documents such as receipts or large-scale documents in a single scan. We will remove all staples, fasteners, binders, fix torn pages, and deliver in black and white, color, and greyscale depending on the city's request for each document type. All documents will be returned to their original state and returned to the original filing location.

4. PROPOSED MANNER OF DOCUMENT STORAGE, MAINTENANCE, AND TRANSPORTATION

Approach

All employees utilize security badges for access to the building which is also tracked and recorded. Our production imaging servers are air gapped and backed up daily only on an encrypted local drive which is purged in accordance with DoD Standard (DoD 5220.22-M) upon project completion. Our key employees are background verified, HIPPA Trained, CA Live Scanned, and CLETS Certified. (California Law Enforcement). Security, experience, and adherence to procedure is what makes our service offer unique. We bear sole and complete responsibility for all work we execute.

Below is our procedure for tracking inventory once documents/boxes are picked up from a client's location.

Record Transfer Preparation – All boxes will have a Tamper Security Seal to ensure privacy immediately upon pickup. All boxes will be inventoried by folder and series within each box, provide a barcode label, and finalize the box count prior to departing.

Document Control and Manifest Creation – We use a specialized application to not only track all records, but we have a very stringent methodology policy we adhere to internally as well making sure all procedures are followed every step of the way. Tracking reports are generated to include all of the information pertaining to the job. The use of tamperproof seals provides an extra layer of security to keep your data safe.

Secure Record Transfer Service – All pickups and deliveries will be performed by at least 2 staff which have gone through a background check as well. In order to keep the chain of custody, delivery and pickup scenarios will not make any extra stops while transit with a client's data. If any issue arises with transport, a secondary team is on standby to assist right away.

Storage Center when Receiving – Our procedure is to have all boxes coming in to be counted and verified 2 times. Utilizing barcodes and our 2-person process ensures quality as soon as client data arrives. Any damage or discrepancies will be reported immediately and addressed immediately.

Chain of Custody Verification – Once the data is received, another check is done on all seals of the boxes. Once security seals are removed, we verify contents again. If at any time any security issues happen to arise, clients will be notified immediately.

Audit Tracking & Quality Control Reporting – Every employee is mandated to enter all quality control, monitoring, and progress into our tracking system. Reporting is constantly being done to ensure job is on track.

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. The scanners are capable of scanning Bi-Tonal Black and White, 255 Gray Scale, Full 24-bit Color. Scanner software can output the image to all major file formats. Kofax VRS Image Enhancement Software is utilized to provide the optimal quality image - De-speckling, De-skewing, image rotation, Background suppression, Adaptive threshold, Edge enhancement, and gray tone filtering. Scanner Technicians live monitor the size, resolution and format of each document scanned using the tags/markers placed by the Document Preparation team. The files are always processed together to ensure the documents remain in the same order. Standard documents will be scanned in PDF, bi-tonal (black and White) at 300 dpi, large format documents at 300 dpi, and for documents that have been reduced, 400 dpi. Documents containing color will be scanned in color at 200 dpi or 300dpi, using lossless compression .JPG file formatting. Our process of creating PDF images, other file types, and indexing is as follows.

Document Preparation – Scanning sample boxes are an effective way to find out certain details of the specific job. These samples will determine the most accurate and efficient method to prepare the folder to be scanned. All staff will be trained in the job specific details and are assigned one single box at a time. Items prepared prior to scanning including removing paperclips/staples, unfolding, utilizing copier technology to maximize scan quality, combine small documents and attached images, and anything we are not 100% clear on, we will place on the side and address with the client to ensure accuracy. If required, we are able to reassemble all data just as we picked it up with the exclusion of staples and paper clips.

Quality Assurance Document Preparation Verification – Our data sheets are updated in real time and if any problem is found, the document is sent back for reprocessing. The tracking report is updated once again, and the corrected data moves on to the next stage.

Scanning High Resolution Digital Imaging – Only the best technology available is used to provide the best outcome of a quality image. Scanning staff will be monitoring each image to ensure image is scanned correctly and no pages are double fed. The utilization of Kofax VRS Software allows for additional cleaning to be done such as de-speckle, de-skew, image rotation, background suppression, edge enhancement, gray tone filtering, blank page removal, and much more if need be.

Quality Assurance Image Quality – One of the most important parts of this process is having a human being review documents for accuracy and not solely rely on software and technology. Image quality is checked at multiple levels to ensure all images are acceptable and do not need to be reprocessed.

Indexing Verification – Staff are trained to manually index one image at a time per box to ensure accuracy every step of the way. Protocols and additional software is in place to make sure indexing errors do not occur such as misspelling or double keying entries.

Quality Assurance Indexing – Taking this process to the next level, we will compare the indexed data with the re-keyed data. If any mismatches are found, they are sent back and reprocessed until it is matched. Data validation is performed utilizing character mix, date ranges, quantity ranges, including database lookups as well.

File Transfer and Upload – Once documents are ready for transfer/upload, data will be transferred to a file server with your encrypted data. From there instant access is available via VPN to search your data to view images and indexes, along with being able to start internal quality control as well. If encrypted hard drive is preferred, this exists as an alternative as well.

Return and Delivery of Completed Job – Once all files have been reviewed and cleared for approval, data will be repacked, and security labels placed once again. Delivery procedures are followed exactly how our pick-up procedure is, which is listed above with the focus on reliability and security.

Proposed Schedule

Scanning 100,000 8 ½ x 11 documents, including prepping, and indexing for conversion.

3-5 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

Scanning 100,000 8 ½ x 14 documents, including prepping, and indexing for conversion.

3-5 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

Scanning 5,000 blueprint/map/plans documents, including prepping, and indexing conversion.

5-8 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

Scanning 40,000 Microfiche Sheets, including prepping, and indexing conversion.

15-25 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

7. COST PROPOSAL & ACCEPTANCE OF PROPOSED PROFESSIONAL SERVICES AGREEMENT

Although we are able to scan in higher DPI, such as 600DPI noted in the RFP, we would suggest staying with 200DPI to keep the size of your database manageable which will still provide a high-quality image.

As noted in the RFP, we will be picking up this job in multiple batches. Once each batch is scanned, indexed, and QC'd, this will then generate an invoice from us requesting payment.

We find it is in the best interest of the city to be charged an hourly rate for some of the items requested in the RFP. Most specifically, returning items to their original state which would include staples, binders, clips, etc. We would hope that once the items are scanned and ingested into Laserfiche, staff would utilize Laserfiche to search for the documents and not have a need to utilize the paper/fiche in the future. Having an escalated rate per page will drastically increase the overall cost of this project, especially for items which do not contain staples, binders, clips, etc.



ATTACHMENT A: COST PROPOSAL & ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT

Breakdown of firm's rates, fees and charges for services by phase and total project, including a proposed payment schedule for work associated with the services requested herein.. please submit the estimated hours and extended cost for each person assigned to this project. Proposers must submit cost proposals for the complete scope of work. Each cost option shall include all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.

The City reserves the right to add or remove services over the contract term. The City reserves the right to award the Service(s) listed on this solicitation "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the City.

SCANNING & INDEXING SERVICES:

Pre-scanning Document preparation, Scanning, File re-assembly, Indexing, OCR-ing, Data Transfer (per CD/DVD or Laserfiche Briefcas), Quality Control and transportation/shipping costs should be included with scanning services.

Task Description	Year 1: Per Sheet Cost	Year 2: Per Sheet Cost	Year 3: Per Sheet Cost	Year 4: Per Sheet Cost
200 DPI Black & White- Letter Size	\$ 0.085	\$ 0.085	\$ 0.085	\$ 0.085
Grayscale- Letter Size	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095
Full Color- Letter Size	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095
200 DPI Black & White- Legal	\$ 0.085	\$ 0.085	\$ 0.085	\$ 0.085
Grayscale- Legal	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095
Full Color- Legal	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095
200 DPI Black & White- Ledger	\$ 0.085	\$ 0.085	\$ 0.085	\$ 0.085
Grayscale- Ledger	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095



Task Description	Year 1: Per Sheet Cost	Year 2: Per Sheet Cost	Year 3: Per Sheet Cost	Year 4: Per Sheet Cost
Full Color- Ledger	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095
200 DPI Black & White- E-Sized	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Grayscale- E-Sized	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Full Color- E-Sized	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
200 DPI Black & White- ANSI-C	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Grayscale- ANSI-C	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Full Color- ANSI-C	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
200 DPI Black & White- ANSI-D	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Grayscale- ANSI-D	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Full Color- ANSI-D	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
200 DPI Black & White- ANSI-E	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Grayscale- ANSI-E	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Full Color- ANSI-E	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
200 DPI Black & White- Oversized Documents (Plans, etc.)	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Grayscale- Oversized Documents (Plans, drawings, blueprints, etc.)	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10



Task Description	Year 1: Per Sheet Cost	Year 2: Per Sheet Cost	Year 3: Per Sheet Cost	Year 4: Per Sheet Cost
Full Color-Oversized Documents (Plans, drawings, blueprints, etc.)	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Microfilm: 16mm rolls	\$51.75/Roll	\$51.75/Roll	\$51.75/Roll	\$51.75/Roll
Microfilm: 35mm rolls	\$57.50/Roll	\$57.50/Roll	\$57.50/Roll	\$57.50/Roll
Microfiche: 3" x 5" sheets.	\$2.60/Roll	\$2.60/Roll	\$2.60/Roll	\$2.60/Roll
Microfiche: 4" x 6" sheets.	\$2.30/Roll	\$2.30/Roll	\$2.30/Roll	\$2.30/Roll
Microfiche: 105mm x 148mm sheets.	\$2.90/Roll	\$2.90/Roll	\$2.90/Roll	\$2.90/Roll



Task Description	Year 1: Per Sheet Cost	Year 2: Per Sheet Cost	Year 3: Per Sheet Cost	Year 4: Per Sheet Cost

HOURLY RATES FEE SCHEDULE

Please state the firm fixed hourly rates and list the position title for each project team member (e.g., Project Manager - \$140. Project Consultant - \$125, Research/Support Staff - \$85.

TITLE	HOURLY RATE (\$)
Scanning Operator - Heavy indexing, document prep, manual cropping, etc.	\$35.00/Hr.
Pickup with free delivery	\$175.00/Instance
Laserfiche Ingestion/Upload	\$450.00/Instance

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEANCE WITH THE INDICATED STATEMENTS)

- The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.
- The Proposal provided reflects any additional addendum(s) issued with respect to this RFP.
- My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Menifee, pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.

ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:

- Submittal of this proposal indicates we have reviewed the proposed written agreement (Exhibit C) and if selected would accept all terms of the proposed agreement. Proposer, in submitting a response to this RFP, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

 Company Name
 Complete Paperless Solutions, LLC

 Address
 5130East La Palma Ave. #206



City Anaheim State CA Zip Code 92807

(760) 419-3446 ()
Telephone Number Fax Number

Company Type:
 Corporation Partnership Trust/Estate Limited Liability Company (LLC)
 Individual/Sole Proprietor or single member LLC Other: _____

Jamie Dunn
Signed By

Jamie Dunn VP of Sales
Print Name Title