



**Request for Qualifications/Proposal (RFQ/P)
Electronic Document Imaging (Scanning) and Indexing Services**

The City of Agoura Hills is soliciting Requests for Qualifications/Proposal (RFQ/P) from qualified companies to provide Electronic Document Imaging (Scanning) and Indexing Services for the City's permanent records. A copy of the RFQ/P can be downloaded from the City's website (under "Business") at the following address: www.ci.agoura-hills.ca.us or by calling (818) 597-7300.

The Technical Qualifications Proposal and Cost Proposal must be submitted in separate sealed envelopes clearly identified and marked:

"Request for Qualifications/Proposal
Electronic Document Imaging (Scanning) and Indexing Services
TECHNICAL QUALIFICATIONS PROPOSAL"; and

"Request for Qualifications/Proposal
Document Scanning and Indexing Services
COST PROPOSAL".

One (1) original and four (4) copies of the proposal, in addition to one electronic copy (DVD-R), shall be provided in a sealed envelope clearly identified and marked "*Electronic Document Imaging (Scanning) and Indexing Services*", (Consultant's Name), and April 23, 2015 – 4:00 p.m. No oral, electronic, facsimile, or telephonic proposals will be considered. Proposals must bear original signatures by an individual authorized to bind the proposing entity. All proposals must be sealed and shall be mailed or hand delivered on or before **4:00 p.m., Thursday, April 23, 2015**, to:

City Clerk Department
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

The City assumes no responsibility for delays caused by any delivery service. Any proposals received after the scheduled submittal deadline (including proposals postmarked prior to submittal deadline, but received after the deadline) will be returned unopened. Proposals will not be opened publicly, and the City will endeavor to keep such proposals confidential until a preferred service provider is recommended to the City Council. The City reserves the right to open all proposals submitted and/or reject any and/or all proposals in part or in whole. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. Incomplete or non-conforming proposals will be rejected.

The project is managed by the City Clerk Department. All questions must be submitted in writing by April 14, 2015, and directed via email (no phone calls, please) to:

Kimberly M. Rodrigues, City Clerk

krodrigues@ci.agoura-hills.ca.us

City's responses to questions will be posted to the City's website by April 16, 2015

Companies planning to submit proposals should register with Ms. Kimberly Rodrigues via email (contact/email address above) as soon as possible to receive project information updates.

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I. INTRODUCTION

The City of Agoura Hills (City) is located in Los Angeles County, California, and consists of 7.86 square miles with a population of approximately 20,330. The City was incorporated on December 8, 1982, and is a general law city governed by the City Council/City Manager form of government. The City Council is comprised of five members elected at large for overlapping terms, with one member selected annually to serve as Mayor.

The City maintains a Records Management program, including a city-wide Laserfiche EDMS (Electronic Document Management System) imaging system. Laserfiche was implemented in 1999 and for more than a decade, the City has been steadily scanning and indexing its permanent records, with a retention period of ten years or more, into the system. Electronic documents can be accessed and retrieved at computers throughout the City network. The City is currently running version 9.0 on the Laserfiche server in the United format. It is anticipated the system will be upgraded to Avante in the next two years, when the City is ready to implement WebAccess and/or WebLink (Public Portal).

The Records Management Program is a function of the City Clerk Department. Records Coordinators from each City department have been assigned to facilitate records management/destruction for their respective department. All documents picked up by the vendor for scanning, indexing, and quality checking will be returned to the City Clerk Department and then distributed to the appropriate department(s) for final review.

The City desires the use of consultant services for some or all of its scanning, beginning in Fiscal Year 2014/15. Documents will range in size from business cards, index cards, photographs, standard letter and legal size paper to large format documents (e.g., 11"x17", e-drawings) and may be from a variety of different departments utilizing various templates for data entry. The initial project will focus on scanning the offsite storage permanent records into electronic format, followed by an annual scanning program that will adjust monthly depending on the number of projects/departments outsourcing records for scanning. The remaining multi-year project scope consists of scanning records in hundreds of file boxes and plan rolls. Laserfiche currently has over 653,702 images scanned into the system. The number is provided only as a reference point and is not a guarantee that the quantity will remain throughout the contract.

II. PROJECT DESCRIPTION

A. Project Background Information

The Scope of Services outlined below is designed to accomplish the purpose of this RFQ/P, specifically, to provide electronic document imaging (scanning) services, including indexing, in a compatible template format (e.g., Laserfiche Briefcase Format – LBF) that will easily import City records into the existing Laserfiche system. The City is not interested in, nor will any subscription pricing be considered

for, any additional indexing or agenda management technologies or hosting systems (i.e., Cloud).

The City anticipates a partnership spanning multiple years with the selected Consultant. The initial offsite storage scanning project is expected to be completed within three years. City records will be picked up and returned on an established schedule, as agreed upon between the City and Consultant.

The City is seeking proposals from qualified electronic document imaging (scanning) and indexing companies. The services shall include scanning and indexing the City's permanent records. The successful company shall perform the tasks as listed under Section B, Scope of Services.

B. Scope of Services

The Scope of Services, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement.

The Consultant will provide the ongoing pick up, preparation, scanning, indexing, OCR, quality assurance/quality control (QC/QA) review, and return of scanned records to the City. The records will vary in size and will be from the various departments within the City (e.g., Building & Safety, City Clerk, City Manager, Community Development, Community Services, Engineering, Finance, Personnel, Planning, and/or Public Works). All records will be picked up from and returned to the City Clerk Department.

Samples of some record types to be scanned are staff reports, bound documents, capital improvement projects, building permits and plans, environmental impact reports. File folders may contain flat and folded documents of varying sizes from 6"x9" to 36"x48", and plan roles will vary in size from under an inch to more than 12" in diameter. Consultants may assume that all paper records are in good condition.

The services will commence when an agreement is approved by the City Council and fully executed. The City reserves the right to extend the agreement up to four (4) additional one (1) year periods, and increase or decrease the budgeted amount for the additional periods.

Prior to the release of any records for scanning, the City will prepare each file by removing duplicates and non-records, organizing the records in the desired scanning order, identifying any special tasks (e.g., color copies), creating an itemized list of contents, and providing indexing and OCR instructions. The City desires the option to destroy some or all original documents scanned. In order to do so, the quality of scanned documents and diligence of quality control must be superior.

The selected Consultant shall furnish all expertise, labor and resources to provide complete services necessary to fulfill the requirements for the specified Scope of Services under Attachment A of this RFQ/P.

III. INSTRUCTIONS TO PROPOSERS

The Consultant shall prepare a Technical Qualifications Proposal and a detailed Cost Proposal for the type of services to be performed. These proposals shall be submitted in separate sealed envelopes. By its proposal submittal, the Proposer acknowledges agreement with the acceptance of all provisions of this RFQ/P.

A. Written Inquiries

Companies planning to submit proposals should provide their contact information to the City Clerk Department (contact/email below) via email as soon as possible to receive project information updates.

All questions regarding this RFQ/P must be submitted in writing. Please send all questions via email to Kimberly M. Rodrigues, City Clerk, at krodrigues@ci.agoura-hills.ca.us no later than 5:00 p.m., April 14, 2015. All responses will be posted to the website by April 16, 2015.

B. Technical Qualifications Proposal Content Requirements

NO DOLLAR AMOUNT SHALL BE INCLUDED IN THE TECHNICAL QUALIFICATIONS PROPOSAL.

Proposals must address the requirements of this RFQ/P in the exact order set forth below and should be as concise as possible and not contain any promotional, advertising, or display material. Consultants are encouraged to keep their proposals brief and relevant to the specific information requested herein. Proposals would be straightforward, concise, and provide “layman” explanations of technical terms that are used.

The Consultant's Technical Qualifications Proposal package shall contain the following **and shall be limited to 30 sheets (double-sided is counted as one sheet), including resumes:**

1. Introduction

Provide an introduction of project proposal, including the name of the company, mailing address, telephone number, and the name of the individual to contact if further information is required. Include number of years in business and number of years scanning and indexing for government agencies, company ownership (if incorporated, date and state in which the company incorporated) or if a subsidiary, identify the parent company.

2. Qualifications

a. A description of the company's capabilities, experience, background, and why the Proposer is qualified to provide the services described in this RFQ/P.

- b. A minimum of three (3) references on similar projects performed (California government agencies, preferably cities using Laserfiche) within the last three (3) years must be provided. Show names of organizations and names, telephone numbers, and email address of persons who can be contacted with regard to the services provided.
- b. 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 within the last five years. Provide names of organizations and names and telephone numbers of persons who can be contacted. Companies may provide a brief explanation of the reason(s) for termination(s). **If there is no information to disclose, Proposer must affirmatively state there is no negative history.** 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 failures to meet contract milestones or other contractual failures.
- b. Identification of the Project Manager and other key personnel to be assigned to the work; their capabilities and proposed responsibilities, and brief resumes that highlight special qualifications relevant to the required tasks.
- c. A description of how the company will successfully provide the required services, given the current workload and responsibilities of the personnel identified above.
- d. Brief description regarding the length of time Proposer has been providing services described in this RFQ/P.
- d. Services and data to be provided by the City of Agoura Hills.
- e. Subcontracting any portion(s) of the Scope of Services are not preferable, however if a Proposer can demonstrate to the City's satisfaction that it is in the best interest of the project to permit a portion of the service(s) to be subcontracted by Proposer, it may be considered. Identify any subconsultants to be used. Include the name and address of the subconsultant, background and qualifications, and degree of involvement. All subconsultants must be approved by the City. Assignment is prohibited.

3. Project Approach

Provide a description of the approach and methodology to be used to provide the required imaging (scanning) and indexing services including:

- a. Shipping method(s) and in-transit security for original records
- b. Turnaround time for document return and digital file delivery
- c. Process for tracking files and documents from pick up to return and method of accountability
- d. Process for tracking the digital content and method of accountability
- e. Discuss indexing procedures
- f. Discuss naming conventions
- g. Discuss knowledge, access and use of Laserfiche Briefcase Format (LFB) and utilizing templates and fields
- h. Discuss quality assurance/quality control (QC/QA) procedures
- i. Methods of protection of City's original documents from fire, theft, and other losses or damages

Identify any supplemental tasks deemed necessary or alternatives which may enhance the project, reduce costs, or speed delivery.

Provide a description of Proposer's warranty/guarantee of work product.

C. Cost Proposal Content Requirements

The Proposer's Cost Proposal shall contain the following:

1. The Cost Proposal shall be submitted for the Proposer's services outlined in the Scope of Services, Attachment A of this RFQ/P. The basis of payment for the services provided under this agreement shall be maximum not-to-exceed fee. The fee proposal shall be identified for each phase of work.
2. The Proposer shall submit a breakdown of the prices for 300 DPI black/white, grayscale, and full color scanning with the document preparation and indexing associated with each scanned item by various paper sizes (e.g., letter, legal, ledger, and e-sized documents). Indicate the number of staff hours and hourly rates. Include all materials and equipment cost that will be necessary in completing this project. Any additional charges that may be associated with the scope of work must also be identified.
3. Proposer shall include in the sealed Cost Proposal, a completed Pricing Chart (Refer to Attachment D, Exhibit A).
4. Proposer may include in the sealed Cost Proposal, a completed Pricing Chart for Additive Item – RECORDAK Aperture Cards (Refer to Attachment D, Exhibit B)
5. Proposer shall include a list of any complementary services offered, along with corresponding prices.

D. Proposal Submittal Guidelines

The Technical Qualifications Proposal and Cost Proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the Consultant contractually, and shall contain a statement that:

1. Proposals are firm offers for a 90-day period
2. Any individual who will perform work for the City of Agoura Hills is free of any conflict of interest
3. If selected, the Consultant will provide the minimum insurance coverage and indemnification noted in Section 9 of the City's Agreement for Consultant Services (Attachment C)
4. The Consultant is committed to perform the required tasks throughout the duration of the contract

The letter accompanying the Technical Qualifications Proposal shall also provide the following: name, title, address, telephone number, and email address of individual(s) with the authority to negotiate and contractually bind the Consultant. Also include the location of the main office and location of the office that would service this project, including the distance (in miles) from the Agoura Hills City Clerk Department. An unsigned proposal or one signed by an individual unauthorized to bind the Consultant may be rejected.

In addition to the submission of the Technical Qualifications and Cost Proposals (including Exhibits A and B, if applicable), the Proposer shall return the following completed appendices with the RFQ/P :

1. Appendix A – References and Client List
2. Appendix B – Summary Sheet
3. Appendix C – Certification of Proposal to City of Agoura Hills
4. Appendix D – Non-Collusion Affidavit
5. Appendix E – Acknowledgment of Receipt of Addenda

One (1) original with original signatures by the company official with the power to bind the company in its proposal and four (4) copies of both the Technical Qualifications Proposals and the Cost Proposals will be required (including one electronic CD/DVD-R copy). If discrepancies are found between the original and copies, the ORIGINAL will provide the basis for resolving such discrepancies. To be considered, all proposals shall be completely responsive to the RFQ/P. "Completely responsive" is hereby defined as meeting all requirements as outlined in Sections II and III.

The Technical Qualifications Proposal and Cost Proposal **must be submitted in separate envelopes clearly identified and marked**, as shown on cover page of this RFQ/P.

Proposals may be withdrawn prior to the established date and time.

No oral, electronic, facsimile, or telephonic proposals will be considered. Proposals must bear original signatures by an individual authorized to bind the proposing entity.

All proposals must be sealed and shall be mailed or hand delivered on or before **4:00 p.m., Thursday, April 23, 2015**, to:

City Clerk Department
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

The City assumes no responsibility for delays caused by any delivery service. The City of Agoura Hills does not recognize the U.S. Postal Service, or any other organization, as its agent for purposes of accepting proposals. Any proposals received after the scheduled submittal deadline (including proposals postmarked prior to submittal deadline, but received after the deadline) will be returned unopened. No extensions will be granted.

All proposals will become the property of the City of Agoura Hills and will be made available for public inspection after an award is made or all proposals are rejected. Proposals and other information will not be returned. By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection once a Proposer is selected and a contract for services has been executed.

IV. PROPOSAL REVIEW PROCESS

A. Proposal Review and Award Schedule*

The following is an outline of the anticipated schedule for proposal review and contract award.

Issued RFQ/P	04/02/15
Deadline for Written Questions.....	04/14/15
City's Responses to Questions**	04/16/15
Proposals Submittal Deadline	04/23/15 by 4pm
Contract Negotiations.....	04/28/15
Council Consideration (Award).....	05/13/15
Contract Effective.....	05/15/15
Schedule First Records Pick up.....	Week of 05/18/15

**Dates are subject to change at City's discretion*

***City's responses to questions will be posted on the City's website.*

B. Opening/Rejection/Waiver

All proposals, irrespective of irregularities or informalities, will be opened at the time stipulated in the RFQ/P document. Proposals will not be opened publicly, and the City will endeavor to keep such proposals confidential until a preferred service provider is recommended to the City Council. A tally of the names will be

performed and may be released upon request. **No other information will be released.**

The City of Agoura Hills reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the RFQ/P or subsequent addenda.

All proposals will be reviewed to determine conformance with the RFQ/P requirements. Any proposal that the City deems incomplete, conditional, or non-responsive to the requirements of the RFQ/P may be rejected.

The City reserves the right to open all proposals submitted and/or reject any and/or all proposals in part or in whole. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. Incomplete or non-conforming proposals will be rejected.

The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City of Agoura Hills.

City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

C. Proposal Review and Selection Procedure

Proposals will be evaluated by a review committee of City staff. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. The criteria, however, are not listed in any order of preference. Evaluation scores, weight factors, and negotiation notes are confidential and will not be released or retained. The City is not obligated to accept the lowest proposal, but will make an award in the best interests of the City after all factors have been evaluated.

The City reserves the right to further negotiate the proposed work scope and/or method and amount of compensation.

The Evaluation Criteria are as follows:

- a. Understanding of Scope of Services required by City of Agoura Hills.
- b. Proposed approach in completing the work.
- c. Quality, clarity, and responsiveness of proposal.
- d. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation.
- e. Number of years of experience the Proposer has been in this type of business.
- f. Demonstrated competence.

- g. Experience in performance of comparable work and references (California government agencies, preferably cities using Laserfiche).
- h. Reasonableness of cost.
- i. Financial stability.
- j. Conformance with the terms of this RFP/Q.
- k. Reasonableness of cost, price submittal.

The Review committee may also contact and evaluate the Proposer's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Discussions may, at the City's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

The award of the contract will be based on a combination of factors that represent the best overall value for completing the Scope of Services, as determined by the City, including: the written proposal criteria described above; results of background and reference checks; and proposed compensation. A site visit may also be scheduled, if applicable. The City is not obligated to accept the lowest proposal, but will make an award in the best interests of the City after all factors have been evaluated. The City will not be responsible for any other cost or obligation that may be incurred by the respondent. All proposals submitted to the City shall become the property of the City.

Award is contingent upon the successful negotiation of final contract terms. A Notification of Intent to Award may be sent to any Proposer selected. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. The successful Proposer will be required to execute an agreement in the form attached hereto (Attachment C) and comply with all requirements of said Agreement. It is anticipated that the successful Consultant will request minimal changes to the contract. Any requests for changes to the contract should be detailed in the proposal.

In the event contract negotiations cannot be concluded successfully or the originally selected Proposer defaults or fails to execute an agreement with the City in a timely manner, the City in its sole discretion may enter into an agreement with another Proposer or withdraw the RFQ/P.

Attachment A Scope of Services

The Selected company shall, but not necessarily be limited to, furnish all expertise, labor and resources to provide complete services necessary to fulfill the requirements as detailed below:

NOTE: *Prior to the release of any records for scanning, the City will prepare each file by removing duplicates and non-records, organizing the records in the desired scanning order, identifying any special tasks (e.g., color copies), creating an itemized list of contents, and providing indexing and OCR instructions.*

A.1 Imaging (Scanning) and Indexing Specifications

Task A.1.1 All Scanning and Indexing – must be completed in compliance with all applicable California State laws, and ANSI and AIIM standards.

Task A.1.2 Document preparation for scanning (and reassembly) – Consultant shall remove staples, clips, fastener, or other binding material and, if directed by the City Clerk Department, reassemble records after scanning. Remove sticky notes and scan on a separate sheet, when instructed. Consultants may assume that all records are in good condition. Files are to maintain their integrity as submitted - Consultant shall not purge or strip any files of any records.

Task A.1.3 Imaging (Scanning) of paper records in all sizes in required format for placing into Laserfiche (TIFF) – file folders may contain flat, folded, or bound documents of varying sizes from business cards, index cards, photographs, newspaper affidavits (i.e., columnar newspaper print), up to 6"x9" to 36"x48". Plan rolls will vary in size from under an inch to 12" or more in diameter.

Task A.1.4 Imaging (Scanning) – the City's originals are NOT to be altered in any way. All images are to be representative of the original records. Blank pages (with no text or image) are to be eliminated. All records to be scanned at a minimum of 300 DPI, black & white (and/or grayscale or color if determined by City) in TIFF format. Images are to be de-skewed to the best possible alignment and auto-rotated (in readable format) in Laserfiche. Includes single and/or double-sided records.

Task A.1.5 Optical Character Recognition (OCR) – all text records must be OCR'd and the OCR files delivered with the images.

Task A.1.6 Quality checking images scanned – the City desires the option to destroy some or all original documents scanned, thus the quality of scanned documents and diligence of quality control must be superior. Consultant will provide ongoing quality assurance/quality control (QC/QA) review of records scanned.

Task A.1.7 Data entry of index fields following Laserfiche Templates – all records to be named and indexed according to naming conventions, as determined by the City. Fields will change, depending on the type of document scanned. City will provide detailed instructions for each project. May include electronically linking scanned documents within the system.

Task A.1.8 Quality checking index data – ensuring entries accurately match the records that have been scanned and the appropriate references are in place. Consultant will provide ongoing quality assurance/quality control (QC/QA) review of records indexed.

Task A.1.9 Illegible images – (e.g., a double-sided document, NCR, parchment paper, photo paper, blue mimeograph ink, pencil) will be rescanned by the Consultant at no charge so that the document is as legible as the original.

Task A.1.10 Damage to records – any damage to City records, or other issues, irregularities, difficulties, or challenges shall be immediately reported, via email, to the City Clerk Department.

Task A.1.11 Request by City for records or images – the City must have access to all City documents in the Consultant's possession upon request. Any request(s) for documents (hard copy or electronic file) during the scanning process (that are located offsite) shall be provided to the City Clerk Department via email within one business day.

Task A.1.12 Location of Services (State of California) – records may not leave the State of California. All imaging (scanning), indexing, and quality assurance/quality control (QC/QA) must be performed in the State of California (no national or international services).

A.2 Delivery Specifications

Task A.2.1 Pick up and delivery of records to be scanned to Consultant's facility – (third party/subcontracted delivery service will NOT be acceptable). Consultant shall coordinate with City to pick up records. Records are to remain in original storage container and include corresponding inventory sheets, as prepared by the City. City will provide index instructions and an itemized list of contents.

Task A.2.2 Provide images and index data on DVD-R in Laserfiche Briefcase Format (LBF) in a single file, not multiple files – LFB provides compatibility and allows for efficient importing of scanned records into the City's Laserfiche repository. City is currently running version 9.0 on United and anticipates upgrading to Avante by 2016. The City is not interested in, nor will any subscription pricing be considered for, any additional indexing software or technologies.

Task A.2.3 Reassembly and return of scanned records to the City – records are to be returned in the same order and in the same file folders or loose-leaf binders in which they were received and, if directed by the City Clerk Department, re-stapled or paper-clipped. Consultant not responsible for rebinding material unless instructed by City. Spiral or plastic comb-bound (cerlox) records are to have the binding removed and replaced with a binder clip (to secure the record).

Task A.2.4 Drop off and delivery (return) of scanned records to the City – (third party/subcontracted delivery service will NOT be acceptable). Original records are returned to the City in the same order and condition as received and in the same storage container as they were sent in, including the corresponding inventory sheet. Storage container number and contents must be identical and correspond to inventory sheet prepared by the City.

Task A.2.5 Turnaround – will depend on the size of the project and be specified by the City, but a guaranteed maximum turnaround of 30 calendar days from pick up of the records from the City.

Task A.2.6 Final Inspection and Acceptance – based on the above specifications, the City will, within 90 days of receipt of the images, make a final inspection of the scanned images, once imported into Laserfiche. Acceptance will be achieved when Consultant has made any corrections and City accepts the work as completed.

* END *

Attachment B General Proposal Terms and Conditions

Contract Requirement - The Consultant to whom the contract is awarded shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the Consultant at the address given in the Proposal. The contract/agreement shall be made in the form adopted by the City and incorporated in these specifications. The Consultant represents that they possess, or have arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Contract Assignment - The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City of Agoura Hills.

Disqualification of Proposer. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City of Agoura Hills may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

Non-Discrimination - In the performance of the terms of this contract, the Consultant agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

Communications Regarding RFP - If a Consultant is in doubt as to the true meaning or intent of any part of the Contract Documents, he/she may submit to the City Clerk a written request for an interpretation or a correction thereof. Interpretation or corrections of the Contract Documents shall be made only by addendum duly issued by the City Clerk, and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents, and such addendum shall be considered a part of, and incorporated in, the Contract Documents. Each proposal shall include specific acknowledgment of receipt of all addenda that may be issued during the solicitation period. All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

Examination of RFQ/P Documents - It is the responsibility of the Proposer to carefully and thoroughly examine the documents contained in this RFQ/P. Proposer shall satisfy him/herself as to the character, quantity and quality of work to be performed and materials, labor, supervision or equipment necessary to perform the work as specified by this RFQ/P. The failure or neglect of the Proposer to examine the RFQ/P documents shall in no way relieve him/her from any obligations with respect to this solicitation. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFQ/P and the project. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Business Registration - All Consultants should be aware of the City's Business Registration Ordinance which requires that a Business Registration be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City.

Payment Terms - The City's payment terms are 30 days from the receipt of an original Invoice and the City's acceptance of the services.

Ownership of Reports and Data - The originals of all studies, reports, exhibits, documents data and/or material(s) prepared and/or used to comply with any section/condition of these specifications, plus any copies of same required by the agreement to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the Property of the City.

Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn, without prejudice, or modified by written request of the Consultant. Withdrawn proposals will be returned unopened. Proposers may modify proposals prior to the submittal deadline by withdrawing their proposal as noted above, however, the modified proposal must be received by the time and date specified. Requests shall be submitted to Kimberly M. Rodrigues, City Clerk, at krodrigues@ci.agoura-hills.ca.us

Property Rights - Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

Confidentiality - Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all submitted materials will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as ineffective and will be disregarded.

Amendments to RFQ/P - The City reserves the right to amend the RFQ/P by addendum prior to the final proposal submittal date. Each proposal shall include specific acknowledgment of receipt of all addenda that may be issued during the solicitation period.

Contract Term - This contract will cover services provided from the date the contract is signed by all parties through the completion of the Services, and may be extended upon mutual consent of the parties. The fee proposed by Consultant must be valid for the entire period unless otherwise conditioned in the Proposal.

Non-Exclusive Contract - The City reserves the right to contract with other electronic imaging (scanning) and indexing companies during the contract term.

Insurance - The Consultant shall meet the insurance coverages as outlined in the Agreement. The selected company will maintain the minimum insurance requirements during the entire time of the engagement. To confirm this requirement, the selected company shall furnish the City satisfactory evidence of the insurance requirement and evidence that each carrier is required to give at least 30 days prior written notice of the cancellation of the Agreement. Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage as required by the Agreement.

Non-commitment of Department - This RFQ/P does not commit the City to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified company or to modify or cancel in part or in its entirety the RFQ/P if it is in the best interests of the City to do so.

Public Domain - All products used or developed in the execution of any contract resulting from this RFQ/P will remain in the public domain at the completion of the contract.

Termination - The City reserves the right to terminate this agreement upon thirty (30) calendar days from written notice to the Consultant,

Processing Requirements - All records are required to be picked up from and returned directly to the City Clerk Department. All records will be transmitted directly between the Consultant and the City unless otherwise authorized by the City.

Conflicts of Interest - It shall be the duty of the Consultant to comply with all applicable State and federal laws relating to prohibited conflicts of interest. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Consultant certifies that to the best of his/her knowledge, no one has or will have any financial interest under this Agreement is an officer or employee of the City of Agoura Hills.

Inspections - City reserves the right to inspect the work being accomplished by the Consultant any time.

Assignment of Personnel - The Consultant shall have City's approval prior making the change(s) in a project team assigned to a project.

* END *

Attachment C
City's Standard Agreement with Consultants

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Name of Company

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Contact Name

CONSULTANT'S ADDRESS: Address
City, State, Zip Code

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Name of Staff Member

COMMENCEMENT DATE:

TERMINATION DATE:

CONSIDERATION: Contract Price
Not to Exceed: \$ /yr

Delete this section (below) if 10% option is not a consideration in the agreement – confirm with City Manager prior to deleting the contingency option. *DELETE HIGHLIGHTED TEXT*

ADDITIONAL SERVICES (<i>Describe Services, Amount, and Approval</i>): _____ _____ _____ _____
--

Date: _____ Amount: \$ _____ Authorized By: _____
(*Not to Exceed 10% of Contract Price*) City Manager

[*For use in contracts involving over \$25K (\$25,000.01 and over) – for City Council consideration/Mayor signature] DELETE HIGHLIGHTED TEXT

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF AGOURA HILLS AND _____ (INSERT NAME OF COMPANY)

THIS AGREEMENT is made and effective as of _____, 20__ , between the City of Agoura Hills, a municipal corporation ("City") and _____ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

TERM

This Agreement shall commence on _____, 20__ , and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 20__ , unless sooner terminated pursuant to the provisions of this Agreement.

[Note: If the contract may be extended for additional years add the following language: The City may, at its option, extend this Agreement for one additional term of _____ (one, two, three) year[s] upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.] OR DELETE HIGHLIGHTED TEXT

SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

PAYMENT

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed _____ (\$ _____) **[Insert written/numeric contract dollar amount here (e.g., One Hundred Ten Thousand Five Hundred Twelve Dollars and Zero Cents (\$110,512.00)), excluding the contingency amount if asking for contingency. Amount exceeding \$25,000 requires City Council approval] DELETE HIGHLIGHTED TEXT** ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

[ADD THE FOLLOWING PARAGRAPH IF THE ADDITIONAL WORK IS \$25,000 or UNDER - OTHERWISE DELETE]: The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by

the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

[DELETE THIS NOTE TO STAFF] REGARDING INDEMNIFICATION: IF THIS IS A DESIGN OF A PUBLIC IMPROVEMENT OR NEW FACILITY, THEN USE THE DESIGN PROFESSIONAL AGREEMENT TEMPLATE

INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession. SEE B(4) BELOW

Minimum Limits of Insurance. Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

(Note: If Consultant does not have employees the language of item #3 is to be changed to read as follows: Worker's Compensation insurance is required only if Consultant employs any employees. Consultant warrants and represents to the City that it has no employees and that it will obtain the required Workers Compensation Insurance upon the hiring of any employees.) ~~DELETE HIGHLIGHTED TEXT~~

Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate. (Consult with the City's Risk Manager before including this insurance provision in your agreement as this requirement may either need to be changed or excluded. Generally, this provision will apply only to contracts with licensed professionals such as engineers, architects, designers, lawyers, geologists; etc. – IF YOU DELETE THIS SECTION, ALSO DELETE A(4) ABOVE) ~~DELETE HIGHLIGHTED TEXT~~

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the 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.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

RELEASE OF INFORMATION

All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant.

However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: **[Company Name**
Address
Attention: Contact Person]
DELETE YELLOW HIGHLIGHT

ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

[NOTE TO STAFF: Section 20 (Counterparts) is optional and is to be used only when absolutely necessary and in consultation with the Assistant City Manager. Please delete Section 20 unless approved by Assistant City Manager].

COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____
**To Be Completed by City Clerk – DELETE
HIGHLIGHTED TEXT**

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

[Insert Company Name
Address
Contact Name
telephone number and
fax number here]

DELETE YELLOW HIGHLIGHT

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

SERVICES TO BE PROVIDED
INSERT SCOPE OF SERVICES

EXHIBIT B

PAYMENT RATES AND SCHEDULE

PAYMENT SHALL BE ON A "FIXED FEE" BASIS IN ACCORDANCE WITH
THE CONSULTANT'S SCHEDULE OF COMPENSATION FOR THE
WORK TASKS PERFORMED. TOTAL COMPENSATION FOR ALL WORK
PERFORMED UNDER THE AGREEMENT SHALL NOT EXCEED \$ _____

Attachment D

Proposer Must Provide Prices for each of the Following on the Pricing Chart(s)

1. Shipping to / from City Hall to Scanning Site
 - a. List box sizes and related costs; indicate how plan rolls will be charged.
 - b. Provide a “pickup slip” and “return slip” or other document as proof of pick up or return, to be signed by both City staff and Consultant’s staff.
 - c. Mark “*SCANNED*” and DATE scanning completed on the outside of every returned box.
 - d. Provide carrier’s insurance and bonding limits.

2. Pre-Scanning Document Preparation

Remove staples and paper or binder clips, and as needed, repair damaged pages, affix odd size pages to carrier sheets, insert separator pages, etc.

3. Scanning

Scan paper documents at the best image rate from minimum 300 DPI, in all native sizes and colors to Laserfiche (TIFF) images with template data. Provide per-image prices for the various sizes in Black & White, Bitonal, grayscale and color.

4. File Reassembly

Reassemble paper files in the same order they were found prior to scanning.

5. Indexing

Data entry of index fields following City’s Laserfiche templates and instructions.

6. Optical Character Recognition (OCR)

Convert City-selected pages to searchable text with OCR function.

7. Data Transfer

Provide images and index data on one master and one duplicate DVD-R, Laserfiche Briefcase Format (LFB), or similar, for importing into the City’s Laserfiche repository (currently running Laserfiche version 9.0 on United). Provide a Certificate of Authenticity image with each DVD-R.

8. Quality Control

Examine all scanned images and index data for completeness, clarity, and accuracy. Where necessary, de-skew, rotate, rescan, correct, suppress background, enhance, etc., documents to produce a readable digital image. Quality control shall meet the following criteria for all images:

 - Images shall be the same or better quality than the original
 - Images shall be accurately labeled and indexed
 - Images shall be visually inspected, quality adjustments made as needed
 - After two attempts by Consultant to improve the quality of an image, Consultant may stamp a document “Poor Quality Original” if it contains unreadable text or graphics
 - Consultant-scanned images found to be unacceptable, based on the City’s quality control standards, shall be put through all the steps above by Consultant at no cost to the City

9. Other Charges, Fees or Billables

Provide explanation and amounts for any other charges, fees or billables not listed above, but necessary to complete the project. Non-disclosure of all costs during the RFQ/P process could result in disqualification.

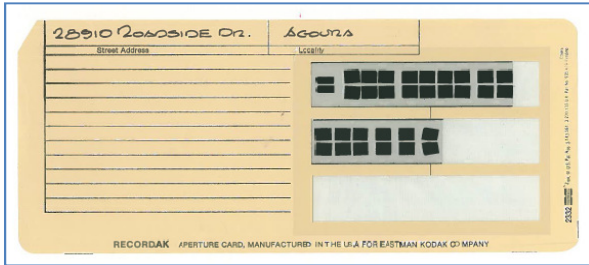
**Exhibit A
PRICING CHART**

Proposers are not required to bid on all items. All pricing must be bid at 300 DPI, in TIFF. Indexing will be defined by the City. The Cost Proposal shall be submitted in the following format:

Service(s) Provided	Cost
Shipping	
Pickup fee, if any, and constraints (e.g., maximum number of boxes). Only one pickup fee will be allowed per trip/location to City of Agoura Hills	
Delivery fee, if any, and constraints (e.g., maximum number of boxes). Only one pickup fee will be allowed per trip/location to City of Agoura Hills	
Disclose any fuel surcharge, if any	
Scanning and Preparation	
Document Preparation and Reassembling Charges, include hourly fee	
Prep and Scan Black/White up to 11"x17" paper	
Prep and Scan Grayscale up to 11"x17" paper	
Prep and Scan Color up to 11"x17" paper	
Large Format Scanning C size Black/White	
Large Format Scanning D size Black/White	
Large Format Scanning E size Black/White	
Large Format Scanning Grayscale C, D, E sizes	
Large Format Scanning Color C, D, E sizes	
Indexing	
Indexing per hour (field data provided by City in Excel)	
Indexing per hour (no data provided by City)	
Indexing (per field pricing)	
Indexing a date or numerical field (e.g., APN)	
Indexing per key Stroke or by Double Key Verification	
Optical Character Recognition (OCR) of text files	
Miscellaneous	
Document Requests from City of Agoura Hills (scanned)	
Quality Assurance/Quality Control (QC/QA) – Images (disclose if performed during or after scan and if by one or two employees)	
Quality Assurance/Quality Control (QC/QA) – Indexing (disclose if performed during or after scan and if by one or two employees)	
Data transfer (per DVD-R/Laserfiche Briefcase), including images/OCR	
Document Preparation and Reassembling Charges, include hourly fee	
Disclose any other fees or charges not already listed (e.g., setup)	
Other charges, fees, or billables	
Signed:	

Provide a copy of a typical invoice (with the customer's name redacted), showing how your invoices can be matched to the work performed by your company (with the number of documents, images, and indexing costs itemized, including any other services provided).

Exhibit B
ADDITIVE ITEM
RECORDAK – Aperture Cards



This project requires special handling and sensitivity. Cardstock aperture cards are approximately 3 1/4" x 7 1/4" and contain a microfiche film with images. Each image represents one page. Aperture cards may contain 2–60 images per card. Integrity of aperture card must be maintained (i.e., these are historical records). Job requires each page

to be scanned in 300 DPI, TIFF. This project would include printing a hard copy of each image (e.g., page) and then digitizing the entire aperture card. There are approximately 3,350 cards (with multiple images) and 6,387 case files. A sample template and fields will be provided for indexing purposes. Images and index data (OCR) to be provided on DVD-R in Laserfiche Briefcase Format (LBF) in a single file. Hard copies of each aperture card to be paper clipped by street address (i.e., 123, 125, 127 Jones Street) when returned to the City. Paper copies to be placed in folders or boxes for protection during transport.

PRICING CHART

Proposers not required to bid on all items. Cost Proposal shall be submitted in the following format:

Service(s) Provided	Cost
Shipping	
Pickup and or Delivery fee, if any	
Disclose any fuel surcharge, if any	
Scanning and Preparation	
Document Preparation, include hourly fee	
Prep and Scan Black/White	
Indexing	
Indexing per hour (no data provided by City)	
Indexing (per field pricing)	
Indexing per key Stroke or by Double Key Verification	
Optical Character Recognition (OCR) of text files	
Miscellaneous	
Document Requests from City of Agoura Hills (scanned)	
Quality Assurance/Quality Control (QC/QA) – Images (disclose if performed during or after scan and if by one or two employees)	
Quality Assurance/Quality Control (QC/QA) – Indexing (disclose if performed during or after scan and if by one or two employees)	
Data transfer (per DVD-R/Laserfiche Briefcase), including images/OCR	
Providing copies of each image (for staff's project folders)	
Disclose any other fees or charges not already listed	
Other charges, fees, or billables	
Provide carrier's insurance and bonding limits	
Signed:	

APPENDIX A
REFERENCES AND CLIENT LIST

Proposer must submit references and attach a current client list with Proposal

Client/Company Name: _____

Address: _____

Contact Person/Title _____

Phone Number: _____ Email: _____

Type of Service Provided: _____

Client/Company Name: _____

Address: _____

Contact Person/Title _____

Phone Number: _____ Email: _____

Type of Service Provided: _____

Client/Company Name: _____

Address: _____

Contact Person/Title _____

Phone Number: _____ Email: _____

Type of Service Provided: _____

Client/Company Name: _____

Address: _____

Contact Person/Title _____

Phone Number: _____ Email: _____

Type of Service Provided: _____

**APPENDIX B
SUMMARY SHEET**

Company Name: _____

Company Parent or Ownership: _____

Company Address: _____

Company Telephone Number: _____

Company Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Agoura Hills and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the company: _____

APPENDIX C
CERTIFICATION OF PROPOSAL TO THE CITY OF AGOURA HILLS

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Qualifications/ Proposal (RFQ/P), dated April 2, 2015, and to be bound by the terms and conditions of the RFQ/P.
2. This company has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures, and data required by the the Request for Qualifications/Proposal (RFQ/P), dated April 2, 2015.
5. This company has carefully read and fully understands all of the items contained in Attachment B, General Proposal Terms and Conditions
6. This company agrees to all of the general requirements except for those disclosed by the company in project proposal, listed on an attachment.
7. The proposal shall be valid for 90 days from April 23, 2015.

Name of Company: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

APPENDIX D

<p style="text-align: center;">NON-COLLUSION AFFIDAVIT FORM <i>Electronic Document Imaging (Scanning) and Indexing Services</i></p> <p style="text-align: center;">.....</p> <p style="text-align: center;">TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL</p>
--

I, _____, hereby declare as follows:
(name)

I am _____ of _____,
(title) *(company)*

the party making the foregoing proposal, 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 proposing; 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 other 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer Signature _____

By Name _____

Title _____

Organization _____

Address _____

APPENDIX E
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

ADDENDUM NO.	SIGNATURE INDICATING RECEIPT