

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of October 1, 2018, by and between the CITY OF YORBA LINDA, a municipal organization organized under the laws of the State of California ("City"), and Debi McCluskey Companies, DBA; DMC Document and Microfilm Conversion, a (*California Corporation*) ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

### SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to document scanning services, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the Schedule of Compensation, and/or (ii) the Schedule of Performance, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent

in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Performance to Satisfaction of City. Consultant shall perform all work and tasks comprising the Services to the satisfaction of City within the time specified. If City reasonably determines that any portion of the services is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (a) meeting with Consultant to review the quality of the work and resolve matters of concern; (b) requiring Consultant to repeat unsatisfactory work at no additional charge until they are satisfactory; (c) suspending the delivery of work to Consultant for an indefinite time; (d) withholding payment; and (e) terminating this Agreement as hereinafter set forth.

1.6 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

## **SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in a total amount not to exceed seventy five thousand dollars and no cents (\$75,000.00) (the "Contract Sum"), except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation.

2.2 Method of Payment. Unless otherwise provided in the Schedule of Compensation, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than forty-five (45) days after invoices are received by the City.



### SECTION THREE: PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within a commercially practicable time period. Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. The term of this agreement shall commence on October, 1, 2018 and terminate on September, 30, 2019(initial term). Unless earlier terminated in accordance with Sections 7.11 or 7.12 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.

### SECTION FOUR: COORDINATION OF WORK

4.1 Representative of Consultant. Mike McCluskey is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be the IT Manager or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

### SECTION FIVE: INSURANCE AND INDEMNIFICATION

***[Note: The insurance amounts listed herein are general limits and higher limits may be required depending on the nature and risks of the project.]***

5.1 Without limiting Consultant's indemnification obligations, Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to City, and Consultant shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by City.

5.2 Consultant shall take out and maintain the following insurance:

5.2.1. Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Yorba Linda, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, limitation or reduction of coverage."

5.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.



(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) "The City of Yorba Linda, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Yorba Linda. The coverage shall contain no special limitations on the scope of protection afforded to the City of Yorba Linda, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Yorba Linda shall not be liable for the payment of premiums or assessments on this policy."

(d) "Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Yorba Linda, its officers, directors, employees, representatives, or volunteers."

(e) "This 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."

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the



insurer's representative. All policies shall contain the Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. 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.

5.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. City's requirements shall not be unreasonable, but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold City and City's agents, officers, and employees ("City Personnel") harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:



5.9.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

5.9.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

5.9.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

## **SECTION SIX: RECORDS, REPORTS AND INTELLECTUAL PROPERTY.**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents and Data. All original drawings, specifications, reports, records, data, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

***[Note: The Following Paragraph Is Applicable Only To Agreements for the design of public improvements.]***

6.4 In the event City or any person, firm or corporation authorized by City reuses said documents and materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, City hereby releases, discharges, and exonerates Consultant from liability resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

6.5 Intellectual Property and Proprietary Information.



6.5.1. Proprietary Information. All proprietary information developed specifically for City by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Consultant's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Consultant's services under this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of Services by Consultant under this Agreement shall be made to City, and that Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

6.5.2. Reproduction Rights. Any and all patents and copyrights that arise from the services or the creation of work in carrying out this Agreement shall be vested in City, and Consultant hereby agrees to relinquish all claims to such copyrights in favor of City.

6.5.3. Use of Patented Materials. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the Services performed by Consultant under this Agreement. Consultant shall indemnify, defend, and save City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

## **SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

7.1 Confidentiality. 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 subcontractors, 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.

7.2 Release of Confidential Information. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors 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 person or party regarding this Agreement and the work performed hereunder 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 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.



7.3 Conflicts of Interest Prohibited. Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

7.4 Covenant Against Contingent Fee. Consultant covenants that neither it nor any of its officers, employees, agents or representatives employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement. Consultant further covenants that neither it nor any of its officers, employees, agents or representatives has paid or agreed to pay any company or person, other than a bona fide employee of Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this provision, City shall have the right to annul this agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

## **SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.**

8.1 Compliance with Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. 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 the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.



8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.9 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not



be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. 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.

8.10 Rights and Remedies are Cumulative. 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.

8.11 Termination Prior To Expiration of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

8.13 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.14 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

8.15 Compliance with California Unemployment Insurance Code Section 1088.8. If Consultant is a sole proprietor, then prior to signing the Agreement, Consultant shall provide to

8.16 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

## SECTION NINE: MISCELLANEOUS

To City: CITY OF YORBA LINDA  
Attention: IT Manager  
4845 Casa Loma Avenue  
Yorba Linda, CA 92886

-12-



9.2 Interpretation. 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.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Orange shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

9.7 Special Provisions. Any additional or supplementary provisions or modifications or alterations of this Agreement shall be set forth in Exhibit "D" ("Special Provisions"). In the event of any discrepancy between the provisions of this Agreement and the Special Provisions, Special Provisions shall take precedence and prevail.


[SIGNATURES BEGIN ON NEXT PAGE]


IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**CITY:**


**CONSULTANT:**


**CITY OF YORBA LINDA**

By:   
Its: CITY MANAGER


By:   
Name: Mike McCluskey  
Title: President

**ATTEST:**

By:   
Marcia Brown, City Clerk

By:   
Name: Debi McCluskey  
Title: COO

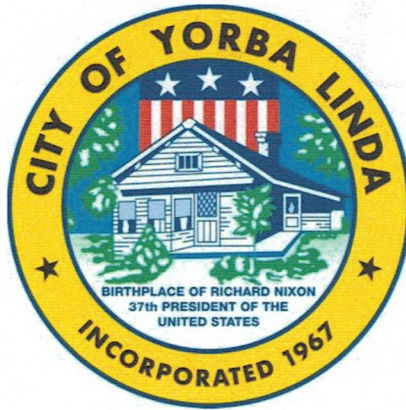
APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

By:   
City Attorney, City of Yorba Linda





Document Scanning Services  
RFP Prepared for:



City of Yorba Linda  
Jim Sowers, CBO  
Building Official  
Attn: Building Department  
4845 Casa Loma Avenue  
Yorba Linda, CA 92886  
(714) 961-7120  
[JSowers@yorbalinga.gov](mailto:JSowers@yorbalinga.gov)

Prepared By:

Mike McCluskey  
(951)898-2800  
[Mike.mc@dmc-image.com](mailto:Mike.mc@dmc-image.com)



September 12th, 2018

Jim Sowers, CBO  
Building Official  
City of Yorba Linda  
4845 Casa Loma Avenue  
Yorba Linda, CA 92886

Dear Mr. Sowers,

DMC is honored to present our response to the RFP for Document Scanning Services for the City of Yorba Linda. By submitting this proposal, DMC acknowledges we have thoroughly reviewed the RFP and are confident we would be a positive asset to the City of Yorba Linda. Our extensive background with cities positions us favorably with regards to accuracy, quality, and performance.

DMC, formerly known as MCO – Document Imaging Solutions, has provided these exact services to cities like City of Riverside, City of Newport Beach, City of Brea (currently), City of San Bernardino, (Mr. Sowers old stomping ground!) as well as cities through other vendors for whom we perform subcontracting work.

At the end of 2015, MCO agreed to sell part of its scanning production to Metasource. We mistakenly thought the sale to a national corporation would allow us to offer better service and expand our offerings. The reality is, as an Optimally Sized Family Owned Business, we offer much better product and services at a more competitive rate. We have always been quality before quantity. DMC is progressively rebuilding our client base, only this time, we are limiting our customer base to selective clients and we hope to add The City of Yorba Linda to our valued family.

We highly encourage you to call on our references as they will give you confirmation of our dedication to their projects, even the clients who are waiting to come back during their next bid cycle. Another source of work for DMC comes from other vendors. There are very few service bureaus, if any, which provide more subcontracting services than we do. We feel one of our strong points is our understanding of the equipment, the software and how to utilize them to achieve the most accurate and highest quality results possible.

DMC is staffed with quality driven individuals. Our goal is to build lasting, long term relationships with our clients. By providing quality service and product, we believe we can continue to earn client loyalty for years to come.

Our staff at DMC sincerely hopes you choose us as your Document Scanning provider so we can demonstrate what a local family owned and operated business has to offer. We are an “Optimally Sized” company! On a personal note, Mike McCluskey grew up in Yorba Linda. Mom still lives there in fact. Lots of great memories in YL.

Thank you for your consideration,

Mike McCluskey  
President  
(951)898-2800  
[mike.mc@dmc-image.com](mailto:mike.mc@dmc-image.com)



DMC – Document & Microfilm Conversion is a D.B.A of Debi McCluskey Companies  
(Formerly MCO – Document Imaging Solutions a D.B.A. of McCluskey Companies, Inc.)

Business Established: 1986

California Corporation: 1999

DMC owners do not hold any controlling or financial interests in other organizations,  
nor are we owned or controlled by another entity (thank goodness, not doing that again).

Location: 1499 Pomona Road, Unit C&D Corona CA 92882

-All in-house work is done at this location-

Contacts: Mike McCluskey, President  
Debi McCluskey, Chief Operations Officer  
Phone: (951) 898-2800  
Fax: (951) 898-2808  
Website: [www.dmc-image.com](http://www.dmc-image.com) (under construction)  
Email: [mike.mc@dmc-image.com](mailto:mike.mc@dmc-image.com)

Federal EIN: 33-0863161  
State Resale #: SREH – 97-579051  
State Certified Small Business #: 0040226  
DUNS #: 04-940-7385

Trade References:  
Fuji Square9 Softworks  
Panasonic NextScan  
Scan Optics Indus USA

#### SCOPE OF SERVICES

Scanning and Data Services	Micrographic and Archive Services
B&W, Color, Gray Scale Document Scanning	Fuji Certified Processing and Duplication
Engineering Drawing Scanning	16MM & 35MM Microfilming Services
Microfilm, Microfiche, Aperture Card Scanning	Microfilm / Digital Image Retrieval to Paper
Data to Digital Image Conversion	Fuji Disaster Recovery Services
Scanning Hardware & Software	Micrographic Equipment & Service
Document Management Software	Digital Microform Scanners
Document Scanners	Microform Readers
Wide Format Scanners and Printers	Micrographic Supplies
Scanning Hardware Repair Service	Micrographic Equipment Repair Service



## ***2. Document Scanning Production Process***

DMC has thoroughly reviewed the RFP and will abide by all requirements established. DMC will meet or exceed all job steps requested by The City of Yorba Linda. The following is our job steps and procedures for typical City type conversion jobs.

### ***2.1 Pick-up / Delivery***

Pick-up & Delivery schedules will be arranged according to each client's needs. PU/Delivery is always performed by a DMC employee. DMC maintains currently mandated insurance levels as set forth in the RFP specs.

For each PU/Delivery, the drivers will have the proper paperwork identifying items being delivered or picked up. Multiple copies will be included as to allow for a copy to be left with the location(s) with whom the PU/Delivery is assigned.

DMC drivers will inventory any/all items being picked up and affix appropriate box ID labels as needed. For deliveries, the driver will verify with location staff all items listed on delivery tickets are present and accounted for.

### ***2.2 Receipt of Materials at DMC Facility***

DMC maintains a 4,500 square foot secure facility in Corona CA. DMC's facility is monitored by **24-hour video surveillance and alarm**. Facility remains locked during business hours. Visitors sign in when entering our facility. Video surveillance covers perimeter and interior. We are located ½ mile from the Corona PD and a fire station.

When client documents arrive at our facility they are immediately unloaded and verified against the pick-up slip. Any discrepancies are documented, production manager is notified and appropriate steps are taken to resolve any discrepancies.

Documents are transferred to the staging area after check in. Documents remain in the staging area until the production manager schedules them to be transferred to the appropriate prep stations. Once the documents enter into the conversion job step process, daily log sheets identify the progress and location of boxes and drawings/maps. At the completion of the conversion process, the documents are transferred to the appropriate disposition storage area. Documents to be returned to clients are stored in a "Return" area and documents that are to be destroyed are transferred to our destruction holding area. Documents for destruction are logged and destruction schedule is determined. Documents in "Return" area will have return paperwork generated and delivery schedules are set.

### ***2.3 Release of Documents into Production***

The Production Manager and Account Manager will collaborate and create the specific Job Steps required to perform a client's conversion project. The Job Step setup allows us to identify each and every process of the conversion. Scanning parameters, data entry, image quality, additional custom processes and final disposition of scanned images is determined at this stage. From this point on, any time a staff member is working with client images, the specific Job Steps are guaranteed to be met. This process has helped to eliminate potential confusion at any given stage of a Staff Member trying to remember or guess what the next step is supposed to be. The problem is very common when a paper based job step process is used.

The production manager will release a Department's documents into production at a designated time. Once released, the documents are inspected and sent to the appropriate Document Prep stations (Small Document and Wide/Large Document). If jobs contain small document and wide/large format documents, appropriate targets are generated linking the correct document types/files together.

## ***2.4 Document Preparation***

Our preferred first step in the document prep procedure is to enter the data entry information into our system according to transmittal or document targets (if sent or visible). Each document set is assigned a unique id for tracking throughout the job. If the job utilizes a transmittal and we find there are missing documents or extra documents not on the list, we will immediately notify the contact person to rectify the situation. If the client did not send a transmittal document, we can create one electronically. We give each document lot (typically one plan set, file folder or group of documents) a unique # identifying it both as a part of the lot and as either a "Plan" or "Document". We have our internal transmittals setup to track what each document set contains, plan and docs or? We can modify the transmittals as needed, on a per job basis, to reflect the different tracking requirements of each job. "New File" barcode targets are created using the unique ID assigned. We then separate the documents within each lot according to size, large format or business size documents, because they will go to different machines. Each document set gets targets based on their requirements. If a document set has plans and docs then 2 targets are created using the same Unique ID but labeled as plans or docs. Next step is to physically prep documents (tape rips, remove staples, flatten folds, etc.). Prepped documents are loaded on "job carts" and transferred to the appropriate scanning station (large format and small format).

Depending on individual job requirements, additional target data can/will be generated. Targets can be generated from client provided database information, DMC generated database information or manually entered information.

## ***2.5 Document Scanning – Small Documents***

Production scanning of small/business size documents (up to 11x17) is performed on our Scan Optics SO series 240ppm scanner or Panasonic 150ppm high volume production scanners. The high volume production scanners enable us to have a daily throughput that rivals the largest service bureaus if needed.

The scan operator performs a general cleaning of the scanners optic and paper path at the start of their day. On-going scanner maintenance, calibration and cleaning is performed on a regular basis in order to ensure against image degradation due to equipment malfunction

All physical paper will be scanned in duplex format (Front & Back captured at one pass). The pages will be scanned to a 300 DPI Bi-tonal single page Tiff image. All scanned images will be a representation of the original

During the scan process the scanners will read the target data and generate the required data entry information on the fly. Double feed detection is performed using ultrasonic sensors virtually eliminating any missed pages. The scanner is also reading the unique ID assigned to each document group. This is used during data entry/QC steps to ensure all documents have been captured.

During the scanning process, we perform our first of 3 image quality checks. Each scanner operator is trained to review the documents being scanned for image quality. If at any time during the scan session they feel a document



doesn't meet the image quality requirements we have established, they will rescan the document as necessary. Should the document be of such poor quality and a better image cannot be attained, a "Poor Quality Original" target is inserted prior to the document in question.

After scanning, the files will be placed in the original box in the order received. The boxes will be placed in a designated area until the boxes are scheduled for return to client.

## ***2.6 Document Scanning – Wide / Large Format***

Wide/Large Format scanning is performed on our WideTEK and KIP scanners. The WideTEK scanners are our primary production scanners as they have the industry leading quality and speed ratings. We have the ability to scan documents up to 48" wide x 30' in black/white, grayscale and color.

The scan operator performs a general cleaning of the scanners optic and paper path at the start of their day. On-going scanner maintenance, calibration and cleaning is performed on a regular basis in order to ensure against image degradation due to equipment malfunction

Wide/Large Format documents are scanned in the order they are found in their original configuration. The scanners read the "New File" targets and create each individual multipage file. The additional target data is captured in a secondary process run prior to the 2<sup>nd</sup> QC and Data Entry step. After scanning, the files will be placed in the original box in the order received.

During the scanning process, we perform our first of 3 image quality checks. Each scanner operator is trained to review the documents being scanned for image quality. If at any time during the scan session they feel a document doesn't meet the image quality

## ***2.7 Scanned Image Quality Control***

This step is the designated Image Quality Control Step. It's actually the 2<sup>nd</sup> QC step, first step is performed at the scanners. At this QC step, each scanned image is inspected. The QC station staff first review thumbnails of all the images to identify any obvious image defects. After thumbnail view, all images are inspected full screen, one image at a time. QC staff has the ability to rescan any document they deem necessary. Should a document be of such poor quality and a better image cannot be attained, a "Poor Quality Original" target is inserted prior to the document in question.

Image enhancement processes are run on the image files. Standard image enhancements included in each job include de-skew, de-speckle, and black border removal. Additional enhancements may include punched hole removal, redaction, color dropout, image fit and over 20 other enhancement options.

## ***2.8 Data Entry / Indexing / File Naming***

Data Entry immediately follows the QC Step. Data Entry field data can be obtained from several methods. The Department specific Data Entry Job Step will have been outlined by the Production and Account managers and the data entry fields and the input methods have been entered into the Capture Data Entry Job Step.

Index data values can be extracted from various methods such as a SQL database, Excel file, Text files, XML files and more. Manual data entry is still a large percentage of the input method but that is slowly changing as more data is found to reside in a client database, and can be extracted automatically.

## ***2.9 Final QC and Disposition of Materials***

The job is now ready for final QC verification and preparation for return to client. Completed image batches are output per client specifications (ex. PDF, TIFF, Laserfiche Briefcase .lfb, Images w/ XML, etc.).

Finished batches are checked against their respective work orders/job tickets for format verification.

Documents are boxed or barreled and readied for return on dates established or held for destruction.

Appropriate packing slips, any return media, and original documents are delivered to clients' facility and unloaded. Driver verifies with client all materials have been accounted for, delivery documents are signed and a copy is left with client.

This concludes the "tour" of our general Document Scanning Process.

## ***2.10 Quality Assurance Plan / Warranty / Guarantee***

Always ***Quality Before Quantity***. Our Quality Assurance Plan can be found throughout the Conversion Process outlined. Our goal is always for our Clients to be completely satisfied with the work we provide. In the simplest terms, if for some reason the client is unhappy with the quality of work provided, we will correct and provide the quality expected or we will demonstrate to the Client that work provided is the best quality attainable. We have never had a client cancel a job or complain about the quality of our work. If any problems are identified, without question, we will work to resolve them. **DMC is large enough to perform large volumes of quality work but we are small enough to give our clients the personal attention they deserve.**

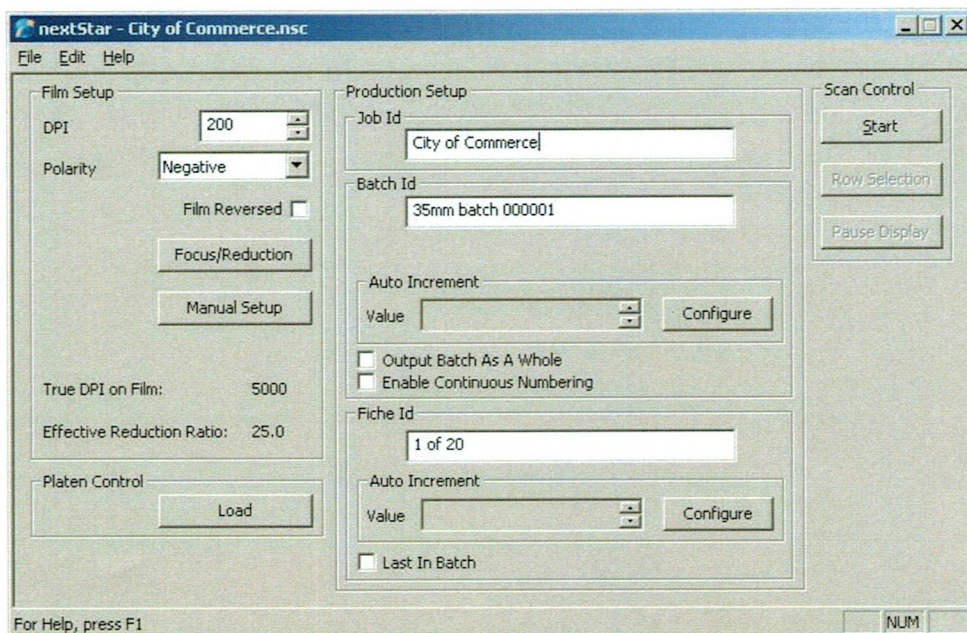


## 2.11 Microform Scanning – Microfiche

All formats of microfiche, 16mm or 35mm, are scanned on our NextScan FlexScan 3 in 1 scanners. Our scanners are fully loaded with microfiche handler, updated Lumintec lighting for unparalleled image quality and updated Nextstar scanning software for increased speed.

Scan procedures start with setting up the job parameters in the Nextstar software, run some sample images and adjust the machine settings accordingly. With the addition of the Lumintec lighting the increase in quality has been phenomenal. We scan microforms that are so poor or degraded that most scanners can't even come close to creating an acceptable image. If the vendor of choice isn't using NextScan products with the Lumintec upgrade then you aren't getting the best possible image. And no, I'm not a paid spokesman for NextScan, they just make us look good and our job easier.

Screen Shot of Flexscan Nextstar Job Setup



When samples are completed and final settings are established the operators can begin scanning. The scan operators' primary responsibility is to keep the machine scanning as much as possible. With the upgraded software and lighting, the operators no longer have to periodically check image quality throughout a shift. The auto exposure improvements from the Lumintec system have an incredible range of auto adjustment. If you're not scanning with a Nextscan product, you're not getting the best quality images possible.

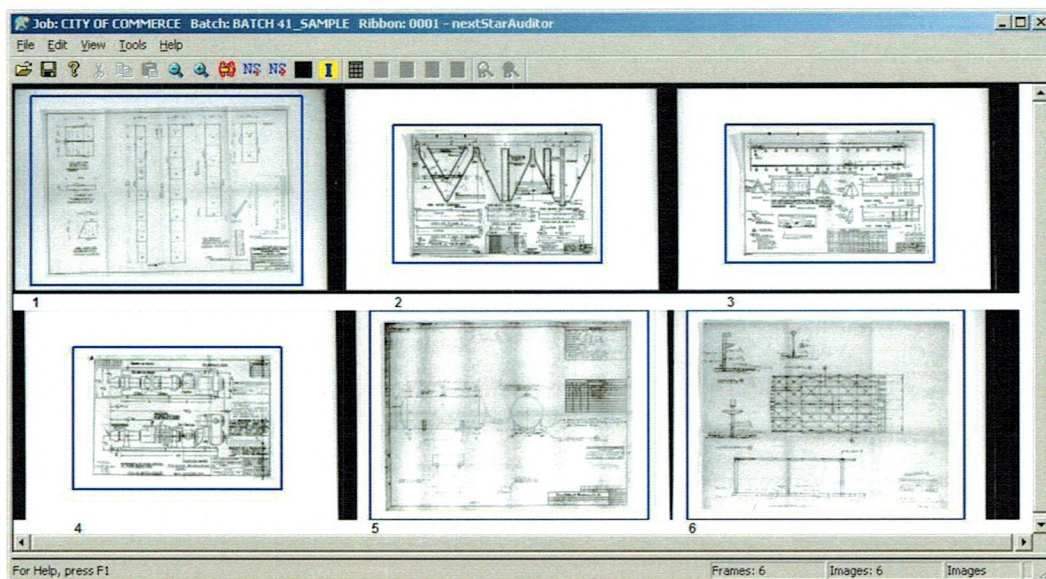
The FlexScan 3 in 1 scanner comes with a specially designed Ribbon Storage Device (RSD) to enable simultaneous capture and output, maximizing scanner throughput and allowing for QA/Audit during or after the scan, even from multiple workstations.

## 2.12 Scanned Image Quality Control – Image Extraction

A very unique feature of the Nextstar software is the Ribbon Scanning function and how it relates to image quality and productivity. NextStar software, with its innovative Ribbon Scanning, was designed to reduce conversion costs while boosting productivity. NextStar allows the user to verify that all images were properly captured, and identifies any image detection or density problems. NextStar then allows the operator to correct those issues in a post-scan audit environment. NextStar eliminates the need for rescans resulting from density or frame detection problems, maximizing scanner utilization and productivity. With NextStars superior image quality, handling any density and filming related issues commonly faced in conversion processes is easy, outputting images that actually match your database.

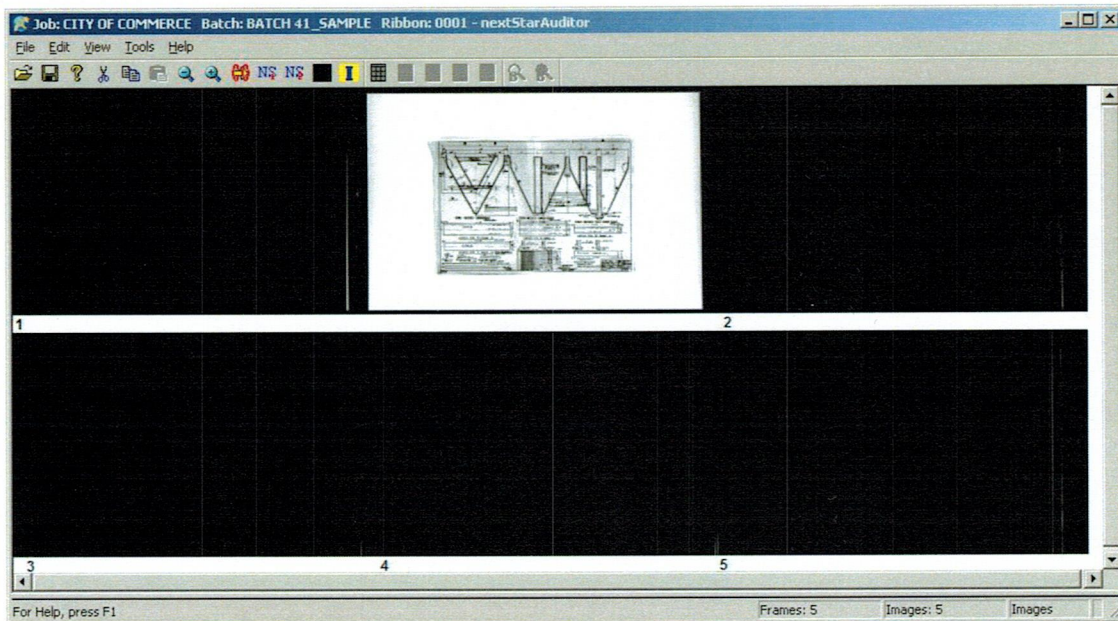
The following screen shot shows the Nextstar Auditor. The blue outline images denote acceptable images, yellow outline would identify images with potential problems. Auditors will review the yellow boxed images and correct or accept the image. Some images cannot be fixed beyond what was captured. Examples of this issue are images that were filmed with excessive skew or even partial images. We can do a complete “Detected Image Blackout” to verify all images have been identified and are marked for extraction from ribbon. When the “Detected Image Blackout” function is performed, all images that have been detected will turn black and only undetected or questionable images are visible. Makes for very efficient QC.

Screen Shot of Nextstar Auditor – Image Frames Detected

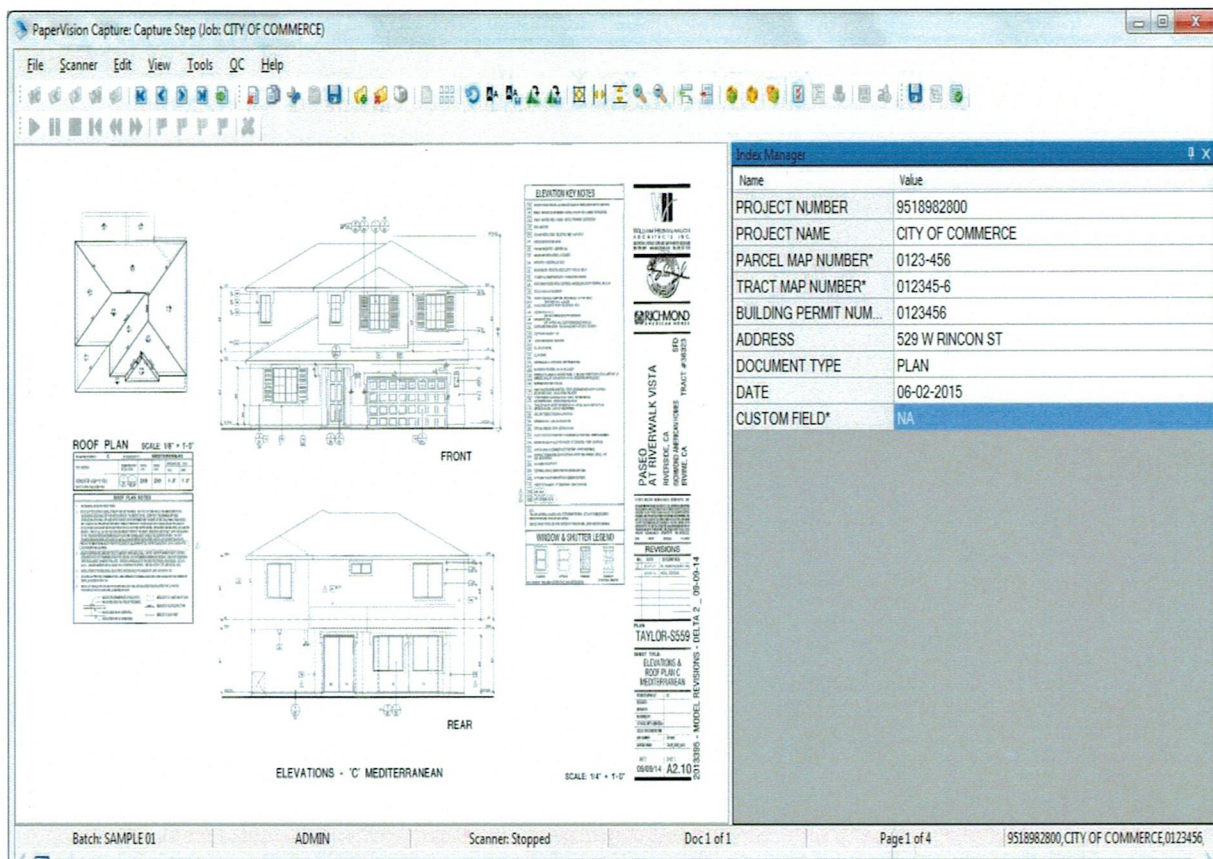




Screen Shot of Nexstar Auditor – Image Blackout showing images requiring manual detection.



The benefit of the Image Blackout function is that it allows the operators to ensure we are attaining 100% image extraction.



Screen Shot of Full Page View and Data Entry Window

## 2.13 Scanned Image Quality Control – Data Entry

This step is a little different from the similar Job Step in our Scanned Image Workflow. At this QC step, the extracted images from the Microform are imported into Capture for additional post processing and data entry. The QC station staff first review thumbnails of all the images to identify any obvious image defects. After thumbnail view, all images are inspected full screen, one image at a time. QC staff has the ability to request a rescan of any document they deem necessary. Image enhancement processes are run on the image files. Standard image enhancements included in each job include de-skew, de-speckle, and black border removal. Additional enhancements may include punched hole removal, redaction, color dropout, image fit and over 20 other enhancement options.

## 2.14 Data Entry

Data Entry immediately follows the QC Step. Data Entry field data can be obtained from several methods. The client specific Data Entry Job Step will have been outlined by the Production and Account managers and the data entry fields and the input methods have been entered into the Capture Data Entry Job Step (See Graphic Above).



## **2.15 Final QC and Disposition of Materials**

The job is now ready for final QC verification and preparation for return to client. Completed image batches are output per client specifications (ex. PDF, TIFF, Images w/ XML, etc.).

Finished batches are checked against their respective work orders/job tickets for format verification.

Microforms are readied for return on dates established or held for destruction. Original Microforms are returned in the same manner in which they were picked up.

Appropriate packing slips, any return media, and original documents are delivered to clients' facility and unloaded. Driver verifies with client all materials have been accounted for, delivery documents are signed and a copy is left with client.

## **2.16 Our Staff**

<b>Name</b>	<b>Experience</b>	<b>Classification</b>
Mike McCluskey	30 years	President, Sales Administration, Production Management, Janitor
Debi McCluskey	20 years	COO, Office Manager, QC Manager
Marv Thomas	13 years	Microform Production Manager, Production Software Administrator
Toni Estrada	10 years	Document Prep Small Document and Large Format, Large Format Scanning, Small Doc Scanning
Stephanie Martinez	11 years	Data Entry, Quality Control, Document Prep
Charlotte Martinez	11 years	Document Prep
Nathan McCluskey	6 years	Driver, Data & IT Support, Laserfiche certified support
Diana Perez	9 years	Document Prep, QC, Data Entry, Scanner Operator
Garrett McCluskey	4 years	Microform Scanner Operator, Document Scanner Operator
Lisa Martinez	5 years	Document Prep

### 3. References

Most of the references are from our MCO period. When MCO officially changed to DMC in 2017 a majority of our work was for other vendors while we waited for our non-compete to end. We have been very fortunate with our vendor relationships, they have kept us very busy.

- **City of Riverside Department of Building and Safety (we are providing services as the subcontractor)**

Ruth Norris, 951-826-5942, [RNORRIS@riversideca.gov](mailto:RNORRIS@riversideca.gov)

MCO (now DMC) began picking up and converting documents over 10 years ago. MCO scanned and microfilmed the plans and calcs for building and safety. The scans were data entered for import into the City's existing Document Management System (Laserfiche) and microfilm is stored for Archive purposes. MCO also converted the entire Building and Safety microfiche and aperture card library for use in the City's Document Management System, completed job was over 2 million images. MCO created the templates used in the Building and Safety department as Laserfiche was just being implemented at the start of our bid award.

- **City of Brea (current DMC and former MCO client)**

Gabriel Linares, P.E., C.B.O. 714-990-7769, [gabriell@ci.brea.ca.us](mailto:gabriell@ci.brea.ca.us)

DMC just finished another phase of ongoing conversion of Brea's plans and documents. Documents were scanned and configured for the City's Laserfiche EDMS

- **City of Newport Beach, Planning Department and Department of Building and Safety (not current contract, waiting for next bid cycle)**

Lanny Krage, 949-644-3231, [LKrage@newportbeachca.gov](mailto:LKrage@newportbeachca.gov)

MCO would pick up documents on a bi-monthly basis. Paper documents are scanned and indexed and documents are converted to digital and indexed as well. City of Newport has Laserfiche but was responsible for uploading scanned images into their system. MCO did assist in their template creation during the initial implementation of Laserfiche.

- **City of Dana Point, City Clerk (current DMC and former MCO client)**

Gail Enriquez, City Clerk Specialist (949) 248-9920 [genriquez@danapoint.org](mailto:genriquez@danapoint.org)

DMC is currently scanning their microfiche library to PDF. As MCO, we created much of the microfiche we are now scanning

- **Complete Paperless Solutions CPS (current DMC and former MCO client)**

Claude Schott (760)522-5031 [cshott@cps247.com](mailto:cshott@cps247.com)

DMC (and as MCO) provides microfilm, microfiche and paper scanning services as needed. CPS is a well-established Laserfiche reseller in southern California

Other clients included City of San Bernardino, City of Hawthorne (current), City of Claremont (current), Riverside County Probation Department (current).



#### ***4. Statement of Insurance***

DMC will comply with the City's insurance and indemnification requirements if awarded bid.

## Project Assumptions

Potentially 1 or more large pickups for accumulated backlog of plans and docs. This portion of the conversion project may require multiple months to complete. Turn time based on volume and condition of materials.

Anticipate monthly/quarterly/annual pickups to maintain negative impact of hard copy plans and docs at the City (schedule to be agreed upon by COYL and DMC). Turn time based on pick up volume.

Microfiche conversion schedule to be determined by COYL and DMC after award of contract.

DMC currently provides "blowback" services for COYL clients requiring information from microfiche, N/C to COYL. DMC provides exclusive Blowback services for The City of Riverside and City of San Clemente, and as needed for most of the southern CA cities.

## Price Schedule

Item	Line Item Description	Unit Cost
1.	Pickup/Delivery	\$125.00 / trip
2.	Standard Document Prep – Current/good quality documents	Included in Scan Costs
3.	Out of Scope Document Prep – Old/poor quality documents or items out of scope specified in RFP/Quote	\$19.50 / hour
4.	Document Scanning 300dpi B/W or Color – Business Size documents up to 11x17	\$0.05 per image
5.	Document Scanning 300dpi B/W or Color– Large Format, larger than 11x17 up to 48" x 60"	\$0.85 per image
6.	Document Scanning – Rush, emergency plan set requirement, typically 24hr turn. Scan to digital, hard copies can be created (add'l chg. apply).	\$250.00 rush + \$1.00 per page
7.	Document Scanning – Other	Quote per job
8.	Microfiche Scanning – 16mm (business size documents)	\$0.055 per image (\$0.90 min per sheet)
9.	Microfiche Scanning – 35mm (Large Format Drawings)	\$0.08 per image (\$0.32 min per sheet)
10.	Data Entry (standard) – Includes 2 fields	\$0.25 per file
11.	Data Entry (expanded) – Additional fields after first 2	\$0.15 per field

This response to The City of Yorba Linda RFP for Document Scanning Services has been prepared by:

X:   
Mike McCluskey

President

DMC – Document & Microfilm Conversion

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Unit C & D

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