

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: District Attorney

BOARD AGENDA:5.B.1
AGENDA DATE: March 27, 2018

SUBJECT:

Approval of a Contract with SyTech Solutions, Inc., a California Corporation, for Document Scanning and Indexing Services

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0129

On motion of Supervisor Olsen, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None


Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: District Attorney

BOARD AGENDA:5.B.1
AGENDA DATE: March 27, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval of a Contract with SyTech Solutions, Inc., a California Corporation, for Document Scanning and Indexing Services

STAFF RECOMMENDATION:

1. Approve a contract between the County and SyTech Solutions, Inc., a California Corporation, in the amount of \$552,137 for document scanning and indexing services.
2. Authorize the County Purchasing Agent to execute the contract with SyTech Solutions, Inc., a California Corporation, and to sign any necessary documents.
3. Authorize the Auditor-Controller to increase appropriations by \$552,137 for Fiscal Year 2017-2018 as detailed in the attached Budget Journal.

DISCUSSION:

The Department is requesting approval to enter into a contract with SyTech Solutions, Inc., for document and indexing services. The initial term of the agreement is April 1, 2018 through March 31, 2021, with the option to extend the contract for up to two additional one-year periods, for a total of five years.

The District Attorney's Office has a large quantity of paper files that need to be converted to digital format for future storage and retrieval. The goal of the District Attorney's Office is to continue to move towards electronic case management, with a paperless (paper lite) caseload. A review of paper files identified over 8.7 million images which are ready for digital conversion.

The Department is currently receiving law enforcement reports electronically from some law enforcement agencies. With the exception of video data, all discovery is also currently being received electronically. Without moving forward with electronic files, the Department is forced to print the law enforcement reports and discovery and continue producing paper case files. These printed documents are then stored resulting in mass duplication of documents.

When a document is scanned into the Electronic Data Management system, it is immediately available to view. This type of access is non-existent with traditional paper files, which must be requested, retrieved and delivered to an employee. Scanning and indexing services will include back-log file conversion for documents which are currently

awaiting scanning and indexing. The documents range in size from standard paper-size to engineering size drawings.

The Department anticipates several beneficial outcomes with this contract. Scanning case files will increase efficiency and accessibility. Currently, staff spend time locating files which could be spent on other duties if files were available electronically bringing about increased efficiency. Scanned files will also increase accessibility at the courthouse. All information will be readily available for review without the weight of transporting files to and from the courthouse. In addition, the Department anticipates cost savings as it will no longer produce the vast quantity of paper currently needed with paper files.

The County is piggybacking onto a Request for Proposal (RFP) process conducted by the County of Sacramento which was released on August 31, 2015 and closed on October 15, 2015. The pricing and terms and conditions of this contract are based on the County of Sacramento's contract and RFP8262, which is hereby incorporated into this agreement by reference and made a part of this contract.

The Public Defender's Office is currently working with SyTech Solutions, Inc., whose contract was approved by the Board of Supervisors on November 21, 2017. Other County departments are evaluating department scanning needs and may, in the future, request Board approval to contract with SyTech Solutions, Inc.

POLICY ISSUE:

County policy requires Board of Supervisor authorization for all contracts and transactions exceeding \$100,000.

FISCAL IMPACT:

In order to enter into this contract, the Department requests an appropriation increase of \$552,137 to cover the cost of the contract. The increase is funded by \$162,020 prior year 2011 realignment funds and \$390,117 in anticipated salary savings due to significant staff turnover in Fiscal Year 2017-2018. A Budget Journal with the requested changes is attached and will need to be processed by the Auditor-Controller's Office in order to secure the budget authority to establish a purchase order with SyTech Solutions, Inc. A second Standard Journal is also attached with the transactions needed to move funds from deferred revenue to the Department's operating revenue to pay for expenses associated with this contract.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services & Community Infrastructure* by ensuring that through electronic availability of document's case files are located more efficiently and information is readily available for prosecution.

STAFFING IMPACT:

Existing District Attorney Office's staff will oversee the project. There is no additional staffing impact.

CONTACT PERSON:

Sara Haub, Administrative Services Manager, 209-525-5565

ATTACHMENT(S):

1. SyTech Contract
2. Budget Journal - District Attorney Sytech Contract
3. Standard Journal - District Attorney Sytech Contract

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Sytech Solutions, Inc., a California Corporation authorized to conduct business in the state of California, ("Contractor") as of April 1, 2018.

Recitals

WHEREAS, the County has a need for Contractor services involving document scanning and indexing services on an as-needed basis as described in the County of Sacramento's Request for Proposal ("RFP") 8262, which is hereby incorporated by reference and made a part of this contract, different tasks and projects; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. **Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement

benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay

Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All

terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:	To Contractor:
Stanislaus County Purchasing Agent	Sytech Solutions, Inc.
1010 10 th Street, Suite 5400	9362 Studio Court
Modesto, CA 95353	Elk Grove, CA 95758

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

SYTECH SOLUTIONS, INC.

By: 
Keith D. Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent

By: 
Name: Bryan Golden, President

"County"


"Contractor"

APPROVED: BOS Resolution # 2018-0129

APPROVED AS TO CONTENT:
Stanislaus County District Attorney's Office

By: 
Birgit Fladager, District Attorney

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Robert Taro, Deputy County Counsel

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EXHIBIT A

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this project shall be subject to the terms and conditions set forth in the *Independent Contractor Services* made and entered into by and between Stanislaus County (County) and SyTech Solutions, Inc., on April 1, 2018.

B. Scope of Work

The Contractor shall provide services under the Agreement as follows:

Pursuant to the requirements of the State of California and all applicable local regulations, Contractor shall provide document scanning and indexing services as described in the County of Sacramento's RFP8262 and the requirements, specifications and terms and conditions of RFP8262 include, but are not limited to the following documents and Appendices:

- A - Stanislaus County's General Terms and Conditions;
- B - County's Additional Terms and Conditions;
- C - DCSS Contractor Certification of Compliance;
- D - Environmental Purchasing Policy;
- F - Non-Collusion;
- G - Stanislaus County Minimum Insurance Requirements attached as Exhibit B; and
- I - Pricing,

as set forth in the Contractor's proposal and scope of work dated October 15, 2015, attached hereto and by this reference, made a part hereof.

1. Overview

Scanning and indexing services will include backfile conversion of documents that are currently awaiting scanning and indexing, as well as day forward documents in need of scanning and indexing. The documents range in size from standard paper sizes to engineering size drawings.

The County anticipates that there are five services required for successful project completion: 1) Document Preparation, 2) Batch Scanning, 3) Recognition Server, 4) Indexing and Verification and 5) Document Release. Each is described below along with others:

a. Document Preparation

SyTech staff prepares the documents for scanning according to the project specifications. This includes removing staples and otherwise preparing the letter-sized documents and any large format drawings for scanning. Canary Bar-coded separator sheets are inserted between documents, along with the index sheets. The tracking label on each batch of documents must be signed off at each stage of the conversion process (prep, scan, restore) by not only the individual doing the prepping, but also by his/her quality control supervisor.

b. Document Scanning

SyTech will scan the prepared batches of documents into the pre-defined batch classes. Pages will be separated, and the folder level index information generated by the bar code separation

sheets. All files scanned by SyTech are scanned in duplex and blank pages are automatically removed electronically, a small percentage of blank pages may remain because the byte threshold for auto blank page removal errs on the side of caution. Each single-sided image will be considered a page (with double-sided, or duplex, images constituting two pages). The images undergo quality control scrutiny. Any rejected images are flagged and rescanned. All records will be scanned at up to 300 dpi, bi-tonal.

c. Recognition Server/Image Enhancement

The scanned images are processed. During this stage of the conversion process, automatic tools enhance any poor quality images. Using dithering and other technology, we de-speckle, de-skew, de-shade and rotate the images.

d. Technology Services

Further, the County of Stanislaus will require the Contractor to format the data for eventual import into Alfresco EDMS which has been designed to interface with the Integrated Criminal Justice Information System (ICJIS). All images shall be scanned as PDF-A at 300 dpi (or higher) bi-tonal relative to each contained image's original size. The Contractor's RFP response will describe their quality assurance and scanning process to ensure readable images and optimal accuracy.

2. Service Requirements

The Contractor must perform all the necessary services related to document conversion. This includes document preparation; pick-up services; and document destruction capabilities.

Prior to scanning, the vendor will meet with the specific division they are scanning for to verify the specific requirements and any special instructions. Vendor will establish other project parameters such as document preparation instructions, dates for record pickup, and turn-around time. The contractor must have project management capabilities and a work plan for accomplishing the requested services. Contractor must provide the department with accurate work. The contractor must have an exception process and quality control procedures to ensure accuracy. Contractor must have experience in management projects that have analyzed records management practices and procedures.

Contractor must provide secure transportation of the documents from the County office to their scanning facility. Under no circumstances will any County property be removed from the Continental U.S. Where applicable, each box of documents, or "batch", will be given a label that tracks the customer, pickup, document type and box number.

a. Indexing and Verification

The index fields will be determined by each division. The records are indexed according to County specifications. Typically, case files are separated at the folder level and indexed by case number and/or file number. Document type must be identified and grouped to preserve organizational structure. Each record must be checked to ensure it has been scanned and indexed without error.

b. Release

Final images are released to optical storage in PDF, TIFF or XML format, depending on County specifications. The resulting files are copied onto portable hard drives or via secure FTP uploads to the County's internal document management system.

c. Files Transferred to COUNTY OF STANISLAUS

All images will be provided in the form of electronic transfer and in a format agreed to by the County of Stanislaus and the contractor. If requested, the contractor will copy all images to the appropriate delivery media.

d. Converted File Imports

Contractor will provide to the County of Stanislaus Department of Technology staff records (if applicable) to be imported into the current Alfresco and ICJIS system.

e. Document Requests

Contractor is expected to follow specified project time-lines. If documents are released to contractor, the contractor shall satisfy and document requests while in possession of records. These requests must be satisfied in a time-efficient fashion as defined by the County of Stanislaus before project commencement. Copies of documents can be provided via email, fax, or overnight delivery to authorized parties requesting records in SyTech's possession within 24 hours of receipt of the request.

f. Record Destruction and Storage

The return of paper documents will be determined on a case by case basis. Contractor will not destroy any physical records unless authorized by the County of Stanislaus in writing (Also, reference is made to County of Stanislaus, BOS Resolution #2010-042, dated 1/26/10; Approval of Electronic Data Destruction Policy.). Contractor will destroy all physical records no earlier than 30 days after written notice. Documents will not leave the Continental United States under any circumstances. Certified destruction services and proof of destruction must be made available. The destruction process used by the contractor must be acceptable to the County.

CONTRACT TERM: The initial contract period is for three (3) years. For reasons of economy and efficiency, the County reserves the right to extend a contract up to two additional one-year periods, for a total of five years, upon mutual agreement.

CONTRACT PRICING: Contract pricing is firm for the initial first year. Requests for price escalation on any option year will be negotiated but not to exceed percentage change in the Consumer Price Index (CPI) for All Urban Consumers, US City Average (not seasonally adjusted), all items, from July of prior year to June of the current year. Contractor shall submit proof of price increases from Bureau of Labor Statistics reports subject to County's review and approval.

MINIMUM USAGE: The County does not guarantee a minimum quantity during the contract period nor is the County limited to purchase all requirements from a contracted contractor.

PERFORMANCE: Continuing or unrectifiable performance deficiencies may be cause for the County to terminate the contract. Substantiated and/or justified complaints filed against a contractor with the Stanislaus Superior Court may result in contract cancellation.

DELIVERY OF SERVICES: Services shall be provided on an "as required" basis by means of a contract release issued against this contract agreement.

INVOICES: The Contractor will be expected to adhere to invoicing procedures as required by the

County Auditor-Controller's office. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "service / delivery" addresses; contract number; contract number and/or project number; contract shipping order number (CSO); account number; service / item descriptions as appropriate; unit prices and extensions; and invoice total.

- A separate invoice shall be prepared for each order (CSO) received.
- Invoicing to the County shall be done in arrears.
- Invoice discrepancies shall be handed in a professional, courteous, and expeditious manner.
- Invoice shall be submitted to the address specified by the ordering entity.

Invoices shall be submitted to the County no later than the 15th day of the month following the invoice period. Payment will be made within thirty (30) days after receipt of an acceptable invoice.

The County operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 16th, two weeks after the end of the fiscal year. Invoices submitted after July 16th for the prior fiscal year shall not be honored by the County unless the contractor has obtained prior written approval to the contrary.

INSURANCE REQUIREMENTS: The contractor will comply with Stanislaus County Minimum Insurance Requirements (Appendix G) Exhibit B, and will maintain adequate insurance throughout the entire term of this contract.

All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in Request for Proposal #8262 issued by the County of Sacramento; the Contractor's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement and 3rd, the RFP.

C. Compensation

The Contractor shall be compensated for the services provided under the Agreement and this scope of work as described in County of Sacramento's RFP8262, Appendix I – Addendum 2; Pricing, incorporated herein by this reference and made a part hereof.

BIDDER NAME: SyTech Solutions

Indicate your invoice payment terms (e.g. Net 30, 2%10 Net 30, etc.): Net 30

Proposed pricing must be based on the following:

1. Contractor is responsible for all pickup and delivery services to complete all contract requirements.
2. Prices must be **FOB DESTINATION**. Any taxes (if applicable) must be identified separately.
3. Contractor will be responsible for certified document destruction services as directed by Stanislaus County.
4. Contractor will provide pricing (and will be compensated) on a scan price per image.
5. The total estimated quantities of all document types are listed in the RFP "Requirements and Instructions".

In support of the pricing referenced above, SyTech Solutions have provided firm unit pricing for each of the service elements in the table below, according to the "detail requirements" section of Sacramento County's RFP:

These prices are based on the competitively awarded bid that was recently awarded to SyTech Solutions by Sacramento County. Pricing does not include any applicable sales tax (no tax if data is uploaded into system). SyTech will work with Stanislaus County over multiple fiscal years if required for budgetary purposes.

Quantity	Units	Service or Product	Unit Price	Ext. Price
10,714	Hours	Document Preparation	\$12.50	\$133,925
8,736,205	Images	Document Scanning (up to 300 DPI, bi-tonal, delete blank pages, OCR)	\$0.039	\$340,712
440000	Images	Flatbed Scanning	\$0.15	\$66,000
3,500,000	Keystrokes	Document Indexing	\$0.003	\$10,500
20	Hours	IT Services and Data Formatting	\$50.00	\$1,000.00
TOTAL				\$552,137.00

The parties hereto acknowledge the maximum amount to be paid by Stanislaus County for services provided shall not exceed \$552,137.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. Terms

1. Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall from April 1, 2018 through June 30, 2020, unless otherwise terminated as provided below. This Agreement will not automatically renew, but may be renewed for two (2) additional consecutive twelve (12) month periods (each a "Renewal Term") by mutual written agreement of the parties. Such renewal shall be in the form of an amendment to the Agreement.

2. Paragraph 3.4 of the body of this Agreement is amended to read as follows:

3.4 Either party may terminate this agreement upon at least thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect Stanislaus County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

E. Representative

The parties' respective Project Managers shall be:

For County:
Sara Haub
District Attorney's Office
832 12th Street,
Modesto, CA 95354

For Contractor:
Bryan Golden, President
SyTech Solutions
9362 Studio Court
Elk Grove, CA 95758
(916) 381-3010 x227

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

The Vendor (Consultant) shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, cancellation, any reduction in coverage or in limits of the required policy or policies.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: 

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 06/29/2017

Vendor: Sytech Solutions, Inc

Database FMSDBPRD.CO.STANISLAUS.CA.US.PROD
 Balance Type Budget
 Data Access Set County of Stanislaus

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Ledger * List - Text County of Stanislaus
 Budget List - Text LEGAL BUDGET
 Category * List - Text Budget - Upload
 Source * List - Text DA LA
 Currency * List - Text USD
 Period List - Text MAR-18
 Batch Name Text
 Journal Name Text JV00260
 Journal Description Text FY 17-18 Xfer from Def Revenue to Op Revenue
 Journal Reference Text
 Organization List - Text Stanislaus Budget Org
 Chart Of Accounts Accounting Flexfield

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Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue	Credit decr appropriations incr est revenue	Line Description Text	
* List - Text											
								* Number	* Number		
	0100	0023100	25050		0000000	000000	000000	00000		162020	Incr-DA State Revenue
	0100	0023100	50000		0000000	000000	000000	00000		390117	Decr-DA Salaries and Benefits
	0100	0023100	63280		0000000	000000	000000	552137			Incr-DA Contracts
Totals:										552137	552137

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Increase Appropriations and Estimated Revenue by \$162,020 in the DA Legal Budget Unit and transfer \$390,117 from Salaries and Benefits to Services and Supplies for Sytech Contract

Requesting Department		CEO		Data Entry		Auditors Office Only	
Lori Denego		Angelica Ramos				Samuel Groves	
Prepared by		Supervisor's Approval		Keyed by		Prepared By	
2/7/2018		3/12/2018				2/28/2018	
Date		Date		Date		Date	

