

Laserfiche Document Imaging and Management System

City of La Habra Heights



REQUEST FOR PROPOSAL (2013)

Release Date: April 2, 2013

Deadline for Submission: Thursday, May 2, 2013 at 2 pm

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SECTION 1 – PROJECT OVERVIEW

1.1 PROJECT BACKGROUND

La Habra Heights is a very small City (approximately 5,000 population) with a very small staff.

The City is conducting a request for proposals for a document imaging and management system (Laserfiche) that includes workflow. This system must provide the City Clerk's Office, Administration, Finance, Community Development, and Public Works' departments with the capability of imaging both paper and electronic documents, storing them on computer hard drives, CD-ROMs or other optical storage media for archiving and disaster recovery, and making them accessible via the City's existing network and selectively over the Internet. The City would like a scalable software license that can be increased as the City's needs change.

In most departments only a few people will require scanning and editing access, while the remainder will only need to be able to search, view, print, FAX and e-mail documents. Most documents consist of text with some graphics. Graphics can include but are not limited to drawings, plans, photographs, icons, graphs, charts and signatures. Community Development and Public Works Department documents contain a higher level of graphics.

Certain types of folders and documents need to be frequently accessed by multiple persons in multiple departments. The City estimates internal concurrent access to the same document or page to be from 2 to 3 persons at most. Retrieval time, from the time the user requests a selected document to the time it is displayed should be a maximum of 5 seconds.

The City would also like to make selected documents available to the public and city employees over the Internet. Browser-based viewing should not be platform specific. The City estimates that concurrent access via the Internet to the same document or page will vary widely, but could be as high as 100 persons. These documents should be controlled and able to be searched, viewed and/or printed.

1.2 EXISTING TECHNOLOGY ENVIRONMENT

The City implemented Questys using multiple servers. The MS SQL database is about 111 MB in size, the directory is over 600MB with 80 files, and the remainder is 13GB with over 740,000 files stored in the system.

The City of La Habra Heights operates a Local LAN Area Network (LAN) at City Hall with approximately 25 workstations with several remote sites over a Wide Area Network, provided by HP and Dell Network infrastructure.

The City currently has enterprise wide applications including: InCode (Finance Program), HdL (web-based), CitizenServe (Used for Permitting/Code Enforcement), ESRI ArcView v10.1, and Granicus.

Below is a more detailed description of the current infrastructure.

- HP and Dell Network infrastructure
- Phones System

- Nortel by Norstar Phone Switch
 - Meridian Phones
- Desktops
 - HP, Dell Hardware
 - Microsoft Windows 7 Professional SP1 32-bit and XP Pro SP3 32-bit
 - Microsoft Office Professional Plus 2010 SP1
 - Microsoft Internet Explorer 7/8/9
 - ESET Nod32 Endpoint Antivirus
- Servers
 - Dell Hardware
 - Windows Server 2003 R2 64-bit SP2
- Database
 - 3. Microsoft SQL Server 2008 R2 64-bit SP2
- Remote Access
 - Kaseya, Cisco WebEx, GoToAssist, GoToMeeting
- Finance - InCode
- Permitting/Code Enforcement - CitizenServe
- GIS
 - ESRI ArcView v10.1 (2 concurrent licenses)
- Document Imaging
 - Questys v9.3.135
- Mobile devices
 - Dell Notebooks
 - Apple iPads (2nd/3rd generation)
- Backups
 - Barracuda Backup Agent v5.0
- Fire Department RMS
 - Fire Programs (Web Application)

The majority of the scanning is performed using the following Xerox WorkCentre models: 7556 (City Hall), 7535 (Community Development), and 5150 (Fire). Some scanning is also performed by Fujitsu Fi-5120c desktop scanners.

1.3 PROJECT TEAM

Various City staff and consultant Diane R. Gladwell of Gladwell Governmental Services consultant will be working on the conversion from Questys and implementation of Laserfiche. The selected Laserfiche vendor will be required to work with Ms. Gladwell, who will not only work on the conversion and implementation, but will also perform acceptance testing and quality control of the conversion.

All questions must be directed via e-mail to:

Gabriella Yap
gyap@Lhhcity.org

AND

Carl Vos
cvos@Lhhcity.org

Contact with Commissioners, Councilmembers or other officials is expressly prohibited without prior consent and may result in disqualification of the bidder.

SECTION 2 – PROCESS INSTRUCTIONS

2.0 PROPOSAL FORM

All proposals must be submitted on the form(s) provided in the RFP Specifications. Supplemental material may also be submitted.

2.1 PROPOSAL SUBMISSION

2.1.1 Proposals must be received no later than Thursday, May 2, 2013 at 2:00 pm at the following location:

City Clerk's Office
City of La Habra Heights
1245 N. Hacienda Rd.
La Habra Heights, CA 90631

2.1.2 Proposals must be submitted via mail, courier, or in person. No fax or e-mail submittals will be accepted. All proposals must be submitted in a sealed envelope or package, plainly marked:

"Request for Proposal
Electronic Content Management System"

Name and Address of Proposer

2.1.3 Five (5) complete paper copies (on recycled paper, double-sided), and one PDF copy on DVD-R or CD-R of the proposal and supplemental material must be enclosed in the envelope containing the proposal.

2.1.4 Proposals must be signed by an individual authorized to bind the proposing entity to all commitments contained therein.

2.1.5 Proposers shall place in a separate envelope clearly identified as "confidential" all financial statements, copyrighted material, trade secrets, or other proprietary information that it asserts is exempt from disclosure under the Public Records Act.

2.2 EVALUATION CRITERIA

Evaluation of the proposals is expected to be completed within 30 days after the deadline. The City of La Habra Heights will award the contract based upon the Proposal the City determines to be most advantageous. Selection criteria upon which evaluation of the proposals will be based includes, but is not limited to:

2.2.1 The cost to complete the project or the part(s) of the project the City elects to award, including annual software maintenance and support. (35 points)

2.2.2 The experience and references of the vendor. (20 points)

- 2.2.3 Experience with conversion of documents from Questys to Laserfiche. (15 points)
- 2.2.4 Experience with integrating Laserfiche with some of the City's other software, such as ESRI, CitizenServe, or InCode (10 points).
- 2.2.5 Project Schedule (10 points).
- 2.2.6 Responsiveness to RFP (10 points).

The City of La Habra Heights reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers.

2.3 CONDITIONS

Upon award of contract, the proposer shall agree that:

- 2.3.1 Information received from the City of La Habra Heights about its operations, plans, products, or services may not be revealed to any third party without prior written consent of the Project Manager.
- 2.3.2 Proposal shall include a list of all subcontractors or business partners that the vendor contemplates using for approval by the City. Once approved, the list shall not be changed without prior written approval by the City of La Habra Heights.

SECTION 3: SPECIFICATIONS

3.0 DELIVERABLES

Deliverables shall include, at the least, the following components, installed and fully functional as described below and elsewhere in this proposal, at specified La Habra Heights City buildings as appropriate:

- 3.0.1 All required software.
- 3.0.2 The successful installation must take place within the agreed upon timeframe(s). Successful installation is defined as: All components purchased via this proposal and contractual agreement are fully operational (includes employee training as directed by the City) and able to be relied upon on a daily basis by the City of La Habra Heights.
- 3.0.3 Successful conversion of images, metadata, and required Optical Character Recognition from images and metadata currently stored in the City's Questys system.
- 3.0.4 Onsite employee training completed within an agreed upon timeframe
- 3.0.5 Annual software technical support
- 3.0.6 Annual software maintenance and upgrades

3.1 SPECIFICATION SUMMARY

The vendor must provide the following components to the City, which must work seamlessly together, including installation, training, technical support and at least one software upgrade annually:

3.1.1 Laserfiche Avante (SQL Express version) for 4 named users and Laserfiche Weblink Public Portal for 10 concurrent users, and:

- 3.1.1.1 Provide implementation consulting focusing on identifying the folder structure, naming conventions, template field scheme, indexing, and volume structure. This component of the project is critical in building a strong foundation for future expansion, disaster recovery and business continuity planning, back file conversion, and future integration with other applications (if applicable). Best practices for the structure of the electronic filing and document management system will be discussed, and upon the City's approval, be applied to the implementation.
- 3.1.1.2 Installation of Laserfiche backend software on existing City's servers.
- 3.1.1.3 Installation of Laserfiche on City's workstations.
- 3.1.1.4 Implement user/group security and system auditing.
- 3.1.1.5 Setup of document retention schedules that comply with Federal, State and local statutes.

- 3.1.1.6 Training for 4 users in the use of Laserfiche Avante in general, and implemented workflows.
- 3.1.1.7 Follow up or refresher training after 3 months and 12 months for Laserfiche Avante in general, and implemented workflows.
- 3.1.1.8 Training for Systems Administrators in the installation and maintenance practices of Laserfiche Avante and development of workflows.
- 3.1.1.9 Development of initial workflows for the following departments:
 - a. City Clerk
 - b. Finance
 - c. Human Resources
 - d. Administration
 - e. Community Development
 - f. Public Works
- 3.1.1.10 Implement external access to document management system via web browser.
- 3.1.1.11 City-Defined metadata indexing with constrained data entry (Drop-Down Lists which are customizable by City Staff.)
- 3.1.1.12 OCR (Optical Character Recognition).
- 3.1.1.13 Full-text searching that is capable of retrieving the image from the full-text search, and can be combined with metadata searches.
- 3.1.1.14 The ability to export, and/or attach an image stored in the Laserfiche system to an e-mail from the City's Microsoft Outlook e-mail system. The image must be capable of converting to a PDF format, if stored as at TIFF in the repository.
- 3.1.1.15 Robust Audit Trails (Author, date & time of image capture, all modifications thereafter).
- 3.1.1.16 Writes to media which does not permit additions, deletions, or changes (e.g. CD-ROM; DVD-ROM, WORM, WORM tape) to produce copies for offsite storage for compliance with California law.
- 3.1.1.17 Internet "publishing" software that allows the public to search and retrieve documents via index, full-text, and / or folder structures.
- 3.1.1.18 Ability to link to the City's GIS (Geographic Information System) and to have records easily searched and retrieved within a web mapping or GIS software system.
- 3.1.1.19 Ability to "pull" data to auto-populate indexing values from finance, permitting, and other City systems.
- 3.1.1.20 The proposing firm (vs. software manufacturer) must have installed and supported at least one installation with **15 or more** workstations successfully operating in a Windows 7 networked environment at a business location. The City prefers a vendor who supports California Municipal Governments.

3.2 QUESTYS REPOSITORY TO BE CONVERTED

- 3.2.1 Images and metadata from the template fields are to be converted so they are fully functional (e.g. grouped by documents and records series) in the new system.

3.2.2 For purposes of this RFP, price the conversion so that all documents are converted with four (4) data fields; the four data fields will vary for each records series. Please refer to the Appendix for more information.

3.2.3 All images are to be OCR'd into full text and indexed into the new software and repository so that the image of a document can be retrieved from a full text search, which can be combined with an index (metadata) search.

3.2.4 The repository contains over 740,000 files (13GB).

SECTION 4: CONDITIONS

4.1 HOLD HARMLESS

The selected vendor shall indemnify and hold the City, its officers, agents and employees harmless against all liability and property damage for actions connected to the vendor's work for the City.

4.2 VALIDITY OF PROPOSALS

Proposals shall be valid for one hundred twenty (120) days from the submittal deadline.

4.3 STATUS OF CONTRACTOR / PRIME CONTRACTOR

It is agreed to and understood that any employees of the contractor and the employees of any approved subcontractor selected for this project shall be considered private contractors and not employees of the City of La Habra Heights.

The City of La Habra Heights prefers to contract with a primary vendor. If a multi-vendor, solution partner, or subcontracted approach is proposed, the proposer should clearly identify the responsibilities of each vendor and the assurances of performance offered. The prime vendor will be responsible, and must take responsibility, for the entire contract performance whether or not other vendors, subcontractors or solution partners are used.

4.4 RIGHTS

The City of La Habra Heights reserves the following rights:

- 4.4.1 To modify this RFP at any time
- 4.4.2 To determine the professional and financial competence and responsibility of proposers.
- 4.4.3 To select a limited number of proposers to be interviewed or to provide on-site demonstrations at the City's sole discretion.
- 4.4.4 To accept the most qualified proposal.
- 4.4.5 To require additional demonstrations and site visits to existing installations.
- 4.4.6 To purchase some components from other vendors (e.g. hardware).
- 4.4.7 To adjust the project schedule and scope to best meet the City's needs.
- 4.4.8 To ask a proposer to provide alternative pricing for various components than those originally proposed.
- 4.4.9 To reject any or all proposals.

4.5 LATEST TECHNOLOGY

The proposer must provide the latest versions of all software. All manufacturer licenses, titles, manuals, and warranties will be passed through to the City of La Habra Heights. The proposer warrants that deliverables will be in conformance

with the RFP, free from defects of product or workmanship, and fit for the intended purpose. All warranties survive delivery and are not waived by the City's acceptance or payment.

4.6 ABILITY TO PERFORM

Proposer warrants that it possesses the expertise to provide all equipment, labor, materials and licenses necessary to carry out and complete the work in compliance with the request for proposal as well as any and all federal or state laws and regulations.

The proposer shall guarantee that all provisions of the proposal submitted shall remain in effect for a period of 120 calendar days from the date of proposal opening. Proposal may not be withdrawn after the submission date.

4.7 PAYMENT TERMS

Payment for software, less 10% of the software price, will be made upon successful installation at the City of La Habra Heights. Successful installation is defined as all components purchased via this proposal and contractual agreement are fully operational and able to be relied upon on a daily basis using La Habra Heights's existing network (includes completion of employee training).

Payment for all services will be made following the successful delivery of those services.

4.8 BILLING

The successful bidder shall provide itemized billing for equipment, software, installation, training, and maintenance, less the 10% software holdback, after successful installation.

4.9 ACCEPTANCE TEST / TITLE

The City will require a 120-day acceptance test, which will begin after completion of successful installation. Successful installation is defined as all components purchased via this proposal and agreement are fully operational and able to be relied upon on a daily basis using La Habra Heights's existing network (including employee training).

Ten percent (10%) of the software price will be retained by the City and will be released after successful performance of the acceptance test. The City will exercise all functions of the system to ensure it meets all requirements as stated in this RFP and in the vendor's proposal. The vendor has a duty to repair or replace any problem components within the agreed upon time frame. The City's acceptance will be transmitted in writing. If completion of the acceptance test is unsuccessful, the City shall have the option to return all equipment and software and the vendor shall refund any monies paid.

4.10 STANDARD CONTRACT AND INSURANCE

The successful bidder must comply with the City's standard contract language and insurance requirements. See Appendix A.

Please ensure your company, any subcontractors you use for this engagement, and/or your parent software company is willing to comply with these requirements prior to responding to this RFP.

4.11 PROPOSAL DEVELOPED BY CONSULTANT

This proposal was developed by Gladwell Governmental Services, Inc. It contains pre-existing copyrighted material, and cannot be utilized or distributed for purposes other than those of the City of La Habra Heights without the prior written consent of Gladwell Governmental Services, Inc.

PROPOSAL FORM - PART 1

QUESTIONNAIRE

Provide short, complete answers to the following questions. Additional pages may be attached, if necessary.

1. STATEMENT THAT THE VENDOR MEETS ALL REQUIREMENTS WITH EXCEPTIONS CLEARLY SPELLED OUT.

2. DESCRIPTION OF SOLUTION AND SYSTEM FUNCTIONS

- 2.a Describe existing installations that you have integrated with GIS ESRI ArcView v10.1.
- 2.b Describe existing installations that you have integrated with CitizenServe.
- 2.c Describe existing installations that you have integrated with the Finance system InCode.
- 2.d Describe your experience with making repositories available to the public via the Internet, on smart phones and/or iPads (software in development is acceptable.)
- 2.e Describe your experience in converting Questys files.
- 2.f Describe how the storage format complies with the State of California requirement for original permanent records.

3. COMPANY PROFILE

- 3.a In this section, provide a short narrative of your company (NOT the software manufacturer, if a VAR). If you would like to include information about the software manufacturer in addition to your company's information, you may do so. Include:
 - How long your company has been in business;
 - The number of employees;
 - Include an organization chart listing the titles and names of employees;
 - The date of the first document imaging installation;
 - The number of installations you have performed for the software that you have proposed (if different for each component, disclose);
- 3.b What personnel will be involved with this installation? List the name and position, whether that person is a subcontractor, the responsibilities on this project, length of employment with your company, and time in the ECMS business.

4. TRAINING

- 4.a All training shall be on-site using the City system and include separate sessions for network technicians, system administrators and end-users, including sessions using actual City materials. Training will be considered complete upon individual department sign-offs. In addition, the vendor will include consultation with the City prior to importing documents about the best way to implement the imaging system given the City's current paper filing system. The vendor shall provide a detailed timeline for installation and implementation as well as documentation of their implementation methodology and an explanation of how their methodology can ensure a successful implementation.

5. SUPPORT AND TESTING

- 5.a The City requires that the vendor provide phone support for the proposed system with a maximum 4- business hour guaranteed response time. Software updates for the proposed system will be provided to the City for a minimum of 3 years from the time the award is made for installation. The chosen vendor shall provide documentation, license, and warranty information for all software components. If selected, will you meet these requirements?
- 5.b What is your average "open ticket" or problem resolution time?
- 5.c Enhanced service – Please indicate the level and cost of any additional or enhanced service you provide, e.g., extended help desk hours, weekend response, on-site service, expedited response, etc.
- 5.d Does your annual support and maintenance include all major upgrades?
- 5.e The vendor shall install, integrate and test all software at a time mutually convenient to both parties before training City personnel.

6. AGREEMENT

- 6.a Disclose the name, address, phone number and e-mail address of all subcontractors proposed in this contract, and what services they are proposed to provide.
- 6.b Disclose if your company will comply fully with the City's standard contract provisions (Appendix A) or any changes or variations to the terms that you will request.

7. REFERENCES

7.a Provide 10 current cities or other local governments currently utilizing your software, noting any clients in which you provided a Questys conversion:

Organization Name	Website Address	Year(s) Installed	# of User Licenses	Departments Installed	Products Currently Used	Contact Name / Phone / e-mail address

PROPOSAL FORM - PART 2

PROPOSAL PRICING

- 1) Give the total cost of your proposal broken down by major line items, and with unit rates for the following:
 - a. Laserfiche Avante Software (SQL Express Version) – price per user for up to 15 fully-named users
 - b. Laserfiche Weblink Public Portal – price per concurrent license (10-20 concurrent users)
 - c. List out and cost out of Hardware necessary if purchased through vendor (City retains right to purchase hardware from a separate vendor.)
 - d. Include the hourly rate for follow-up training not included in this proposal.
 - e. Include the hourly rate for additional support costs not included in this proposal.
- 2) Detailed costs for 1 year, 3 year and 5 year maintenance agreements. Indicate the estimated annual increase for maintenance after 5 years.
- 3) Cost for conversion of the documents stored in the Questys database, including OCRing, indexing of the full text and population of the index fields, and uploading into the City's Laserfiche database (screen shots are attached in the Appendix B). Provide a detailed description of the process and all costs associated with the conversion.
- 4) Optional Items:
 - a. Cost per page of scanning historical documents
 - b. List any City software/programs (e.g. GIS, HdL, Granicus, etc.) that Laserfiche can be integrated with and the cost.

PROFESSIONAL SERVICES AGREEMENT (City of La Habra Heights/ *Company or Individual*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of La Habra Heights, a California municipal corporation (“City”), and _____ *[enter consultant (company’s) name]* a _____ *[insert consultant’s state of incorporation]*, _____ *[enter consultant’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company]* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: _____ *[insert description of consultant’s services]*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s _____ *[enter consultant’s proposal date]* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s _____ *[insert date fee schedule submitted to City]* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: _____.
- 3.4 “Expiration Date”: _____.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____ Dollars (\$_____, _____) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____ **[enter name of project administrator]** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize

the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above.. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not

be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the

performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

[The City's Risk Manager should evaluate each agreement and determine how much insurance to require. The \$1 million figures below are very general minimum recommendations and will not be sufficient in many cases.]

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

****ALTERNATE LANGUAGE:**

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage. ***[If consultant is a limited liability company, insert "General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds."]***

- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the

performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

****ALTERNATE LANGUAGE**

Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

****ALTERNATE LANGUAGE**

Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

Errors & Omissions Insurance should be required whenever professional services are being provided – such as the services of engineers, architects, licensed surveyors, doctors, etc. Paragraph 11.1.4 can be deleted from contracts for other services.

11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional

insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.

- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:
City of La Habra Heights
1245 North Hacienda Road
La Habra Heights, CA 90631
Phone: (562) 694-6302
Fax: (562) 694-4410

If to Consultant:
Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Telephone: () ____-____
Facsimile: () ____-____

With courtesy copy to:

Holly O. Whatley, Interim City Attorney
Colantuono & Levin, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5704
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

19 PREVAILING WAGE LAW

- 19.1 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 certain “public works” and “maintenance” projects. If the services under this Agreement 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 of Consultant to comply with the Prevailing Wage Laws.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of La Habra Heights

“Consultant”
Name of Company or Individual

By _____
[Name] Mayor
Date: _____

By: _____
Name, Level of Officer e.g., Vice President
Date: _____

By: _____

Date: _____

Note that it takes two signatures to bind a corporation. If a contractor does not wish to provide a second signature, the City can accept one signature and a resolution of the Board of Directors of the corporation, with two signatures on the resolution, authorizing the person who signed the agreement to sign for and bind the corporation.

Attest:

By _____
Shauna Clark, City Clerk

Date: _____

Approved as to form:

By _____
Holly O. Whatley, Interim City Attorney

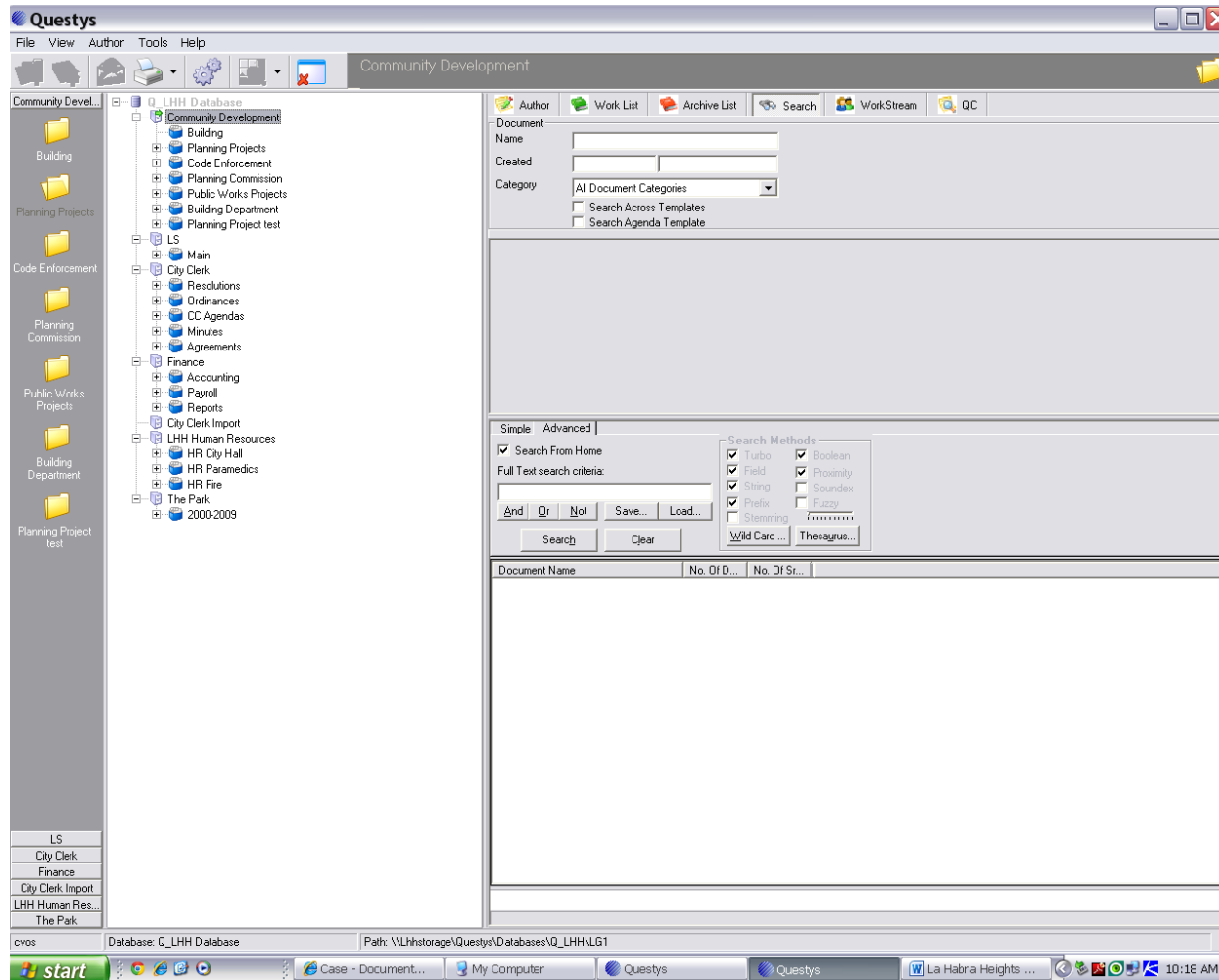
EXHIBIT A

SCOPE OF WORK

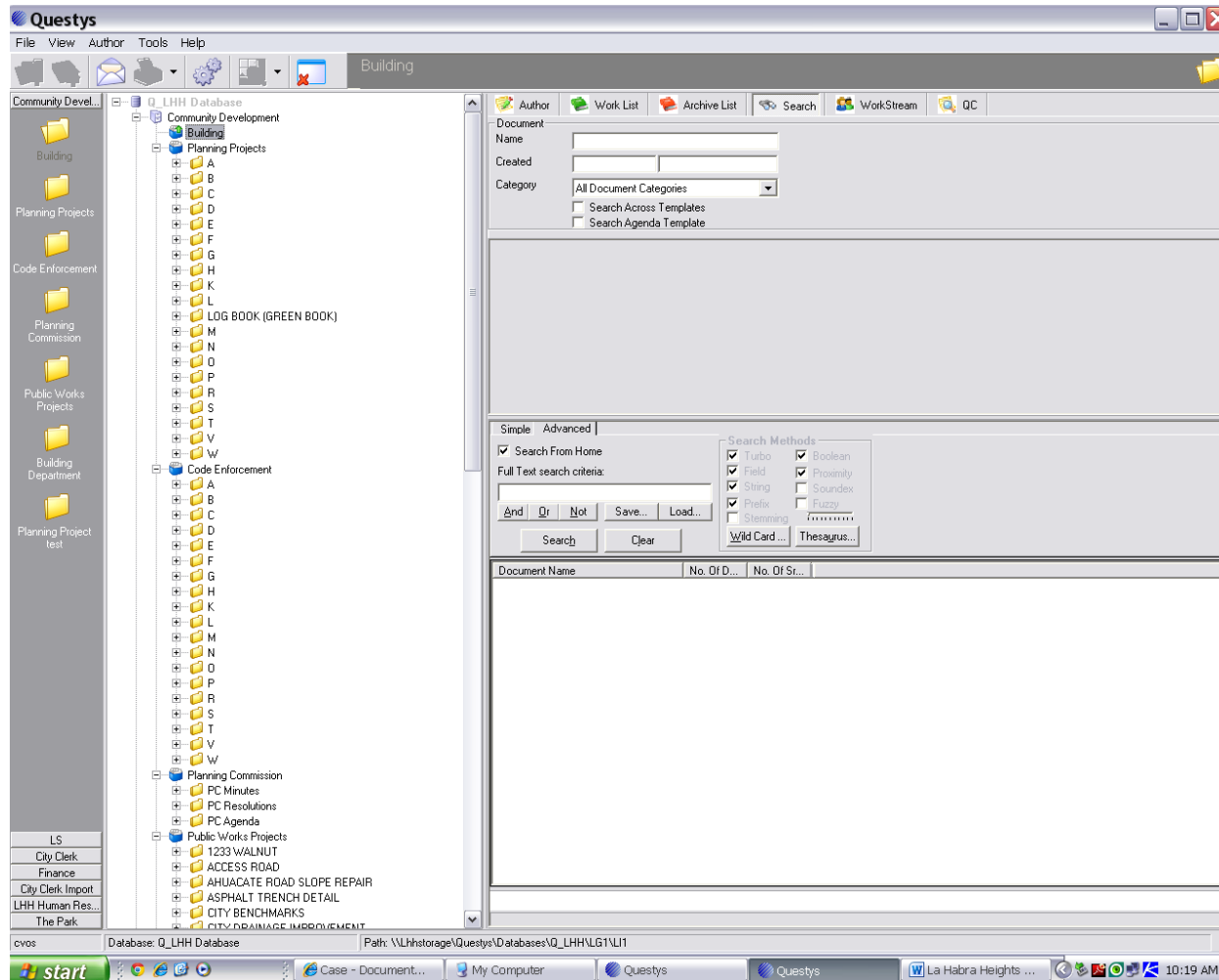
EXHIBIT B
APPROVED FEE SCHEDULE

Questys Screen Shots (for conversion of images and metadata to new system)

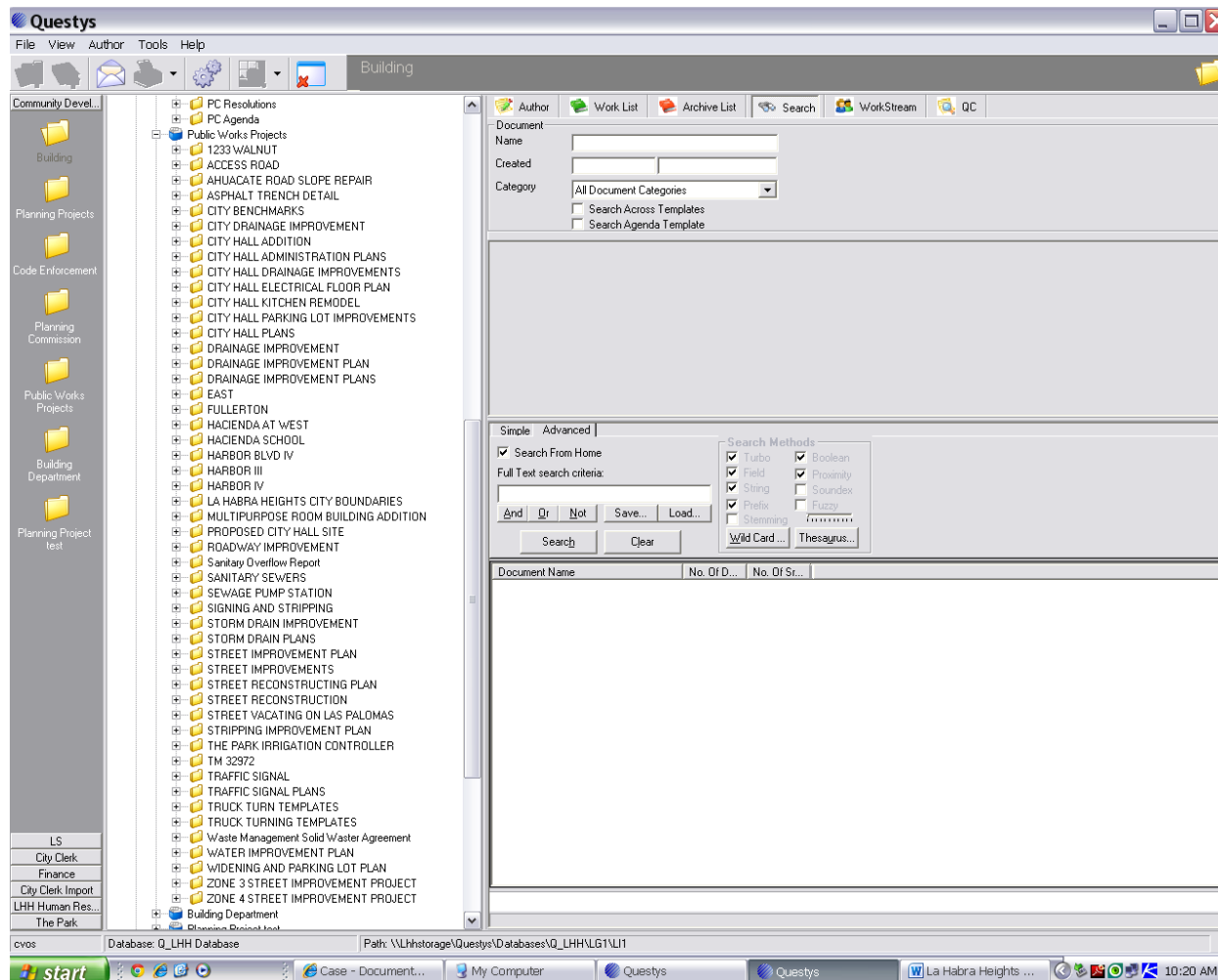
FOLDER OVERVIEW / SYSTEM OVERVIEW



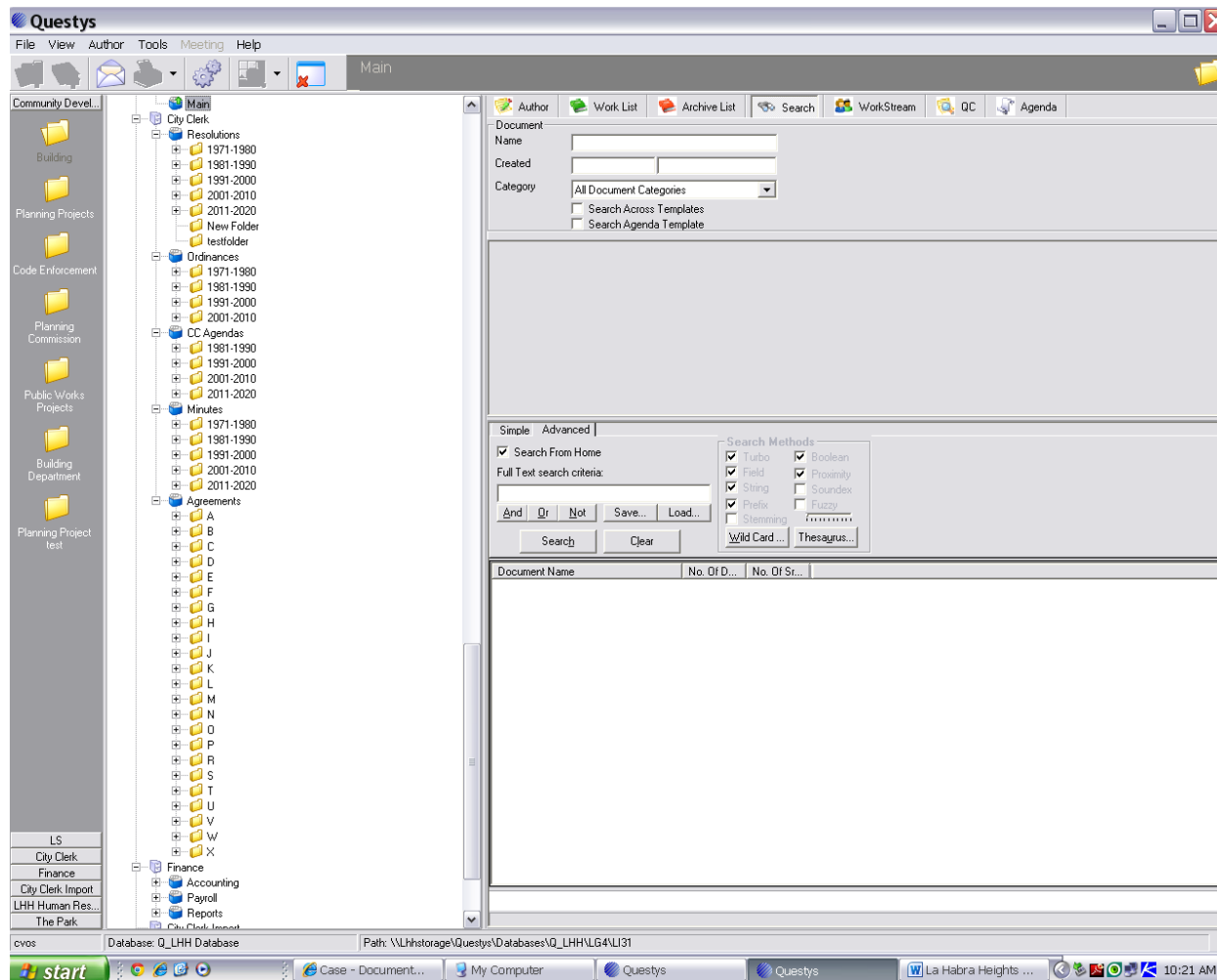
Questys Screen Shots (for conversion of images and metadata to new system)



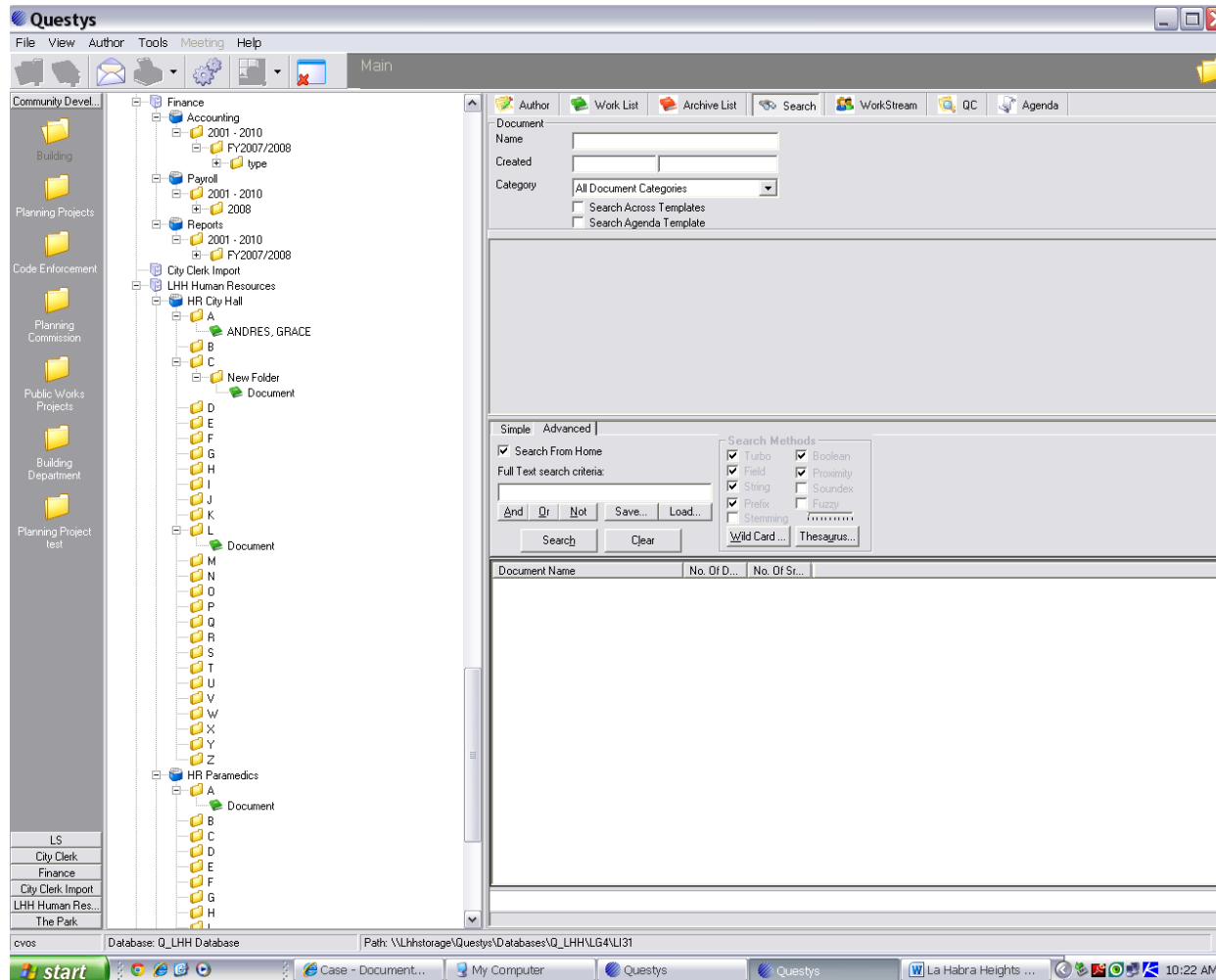
Questys Screen Shots (for conversion of images and metadata to new system)



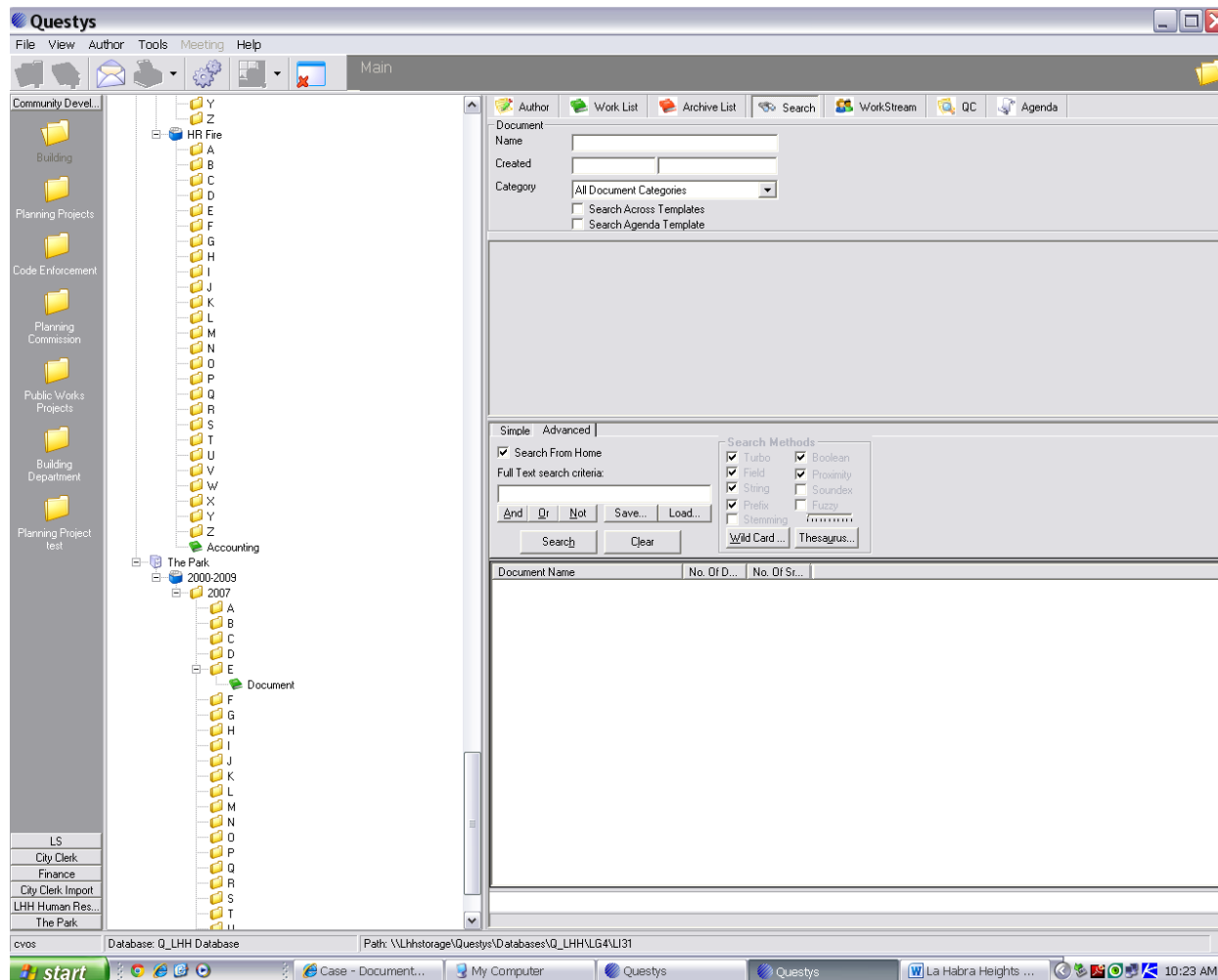
Questys Screen Shots (for conversion of images and metadata to new system)



Questys Screen Shots (for conversion of images and metadata to new system)

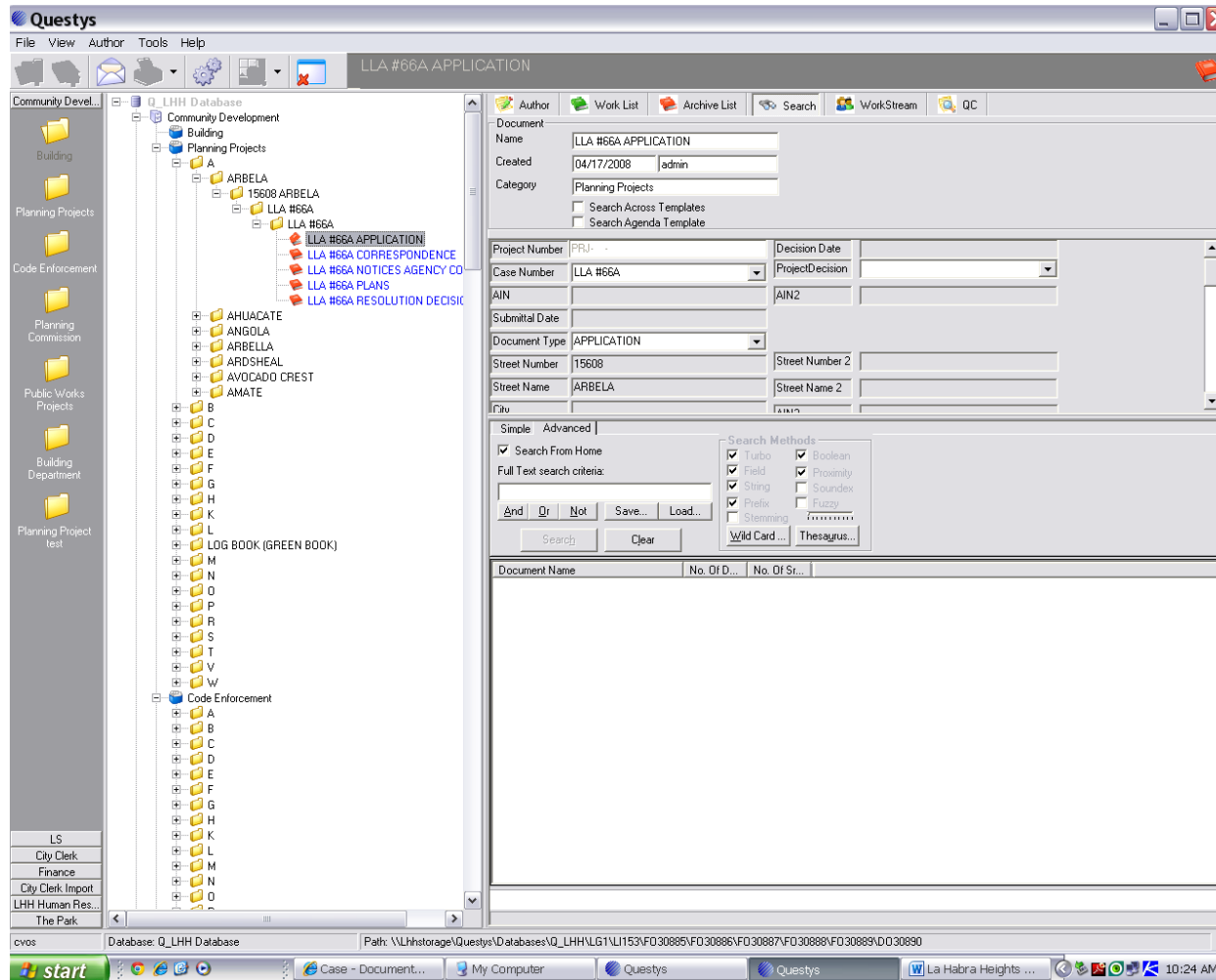


Questys Screen Shots (for conversion of images and metadata to new system)

**END FOLDER OVERVIEW**

Questys Screen Shots (for conversion of images and metadata to new system)

PLANNING PROJECTS / BIBLIOGRAPHY (METADATA)

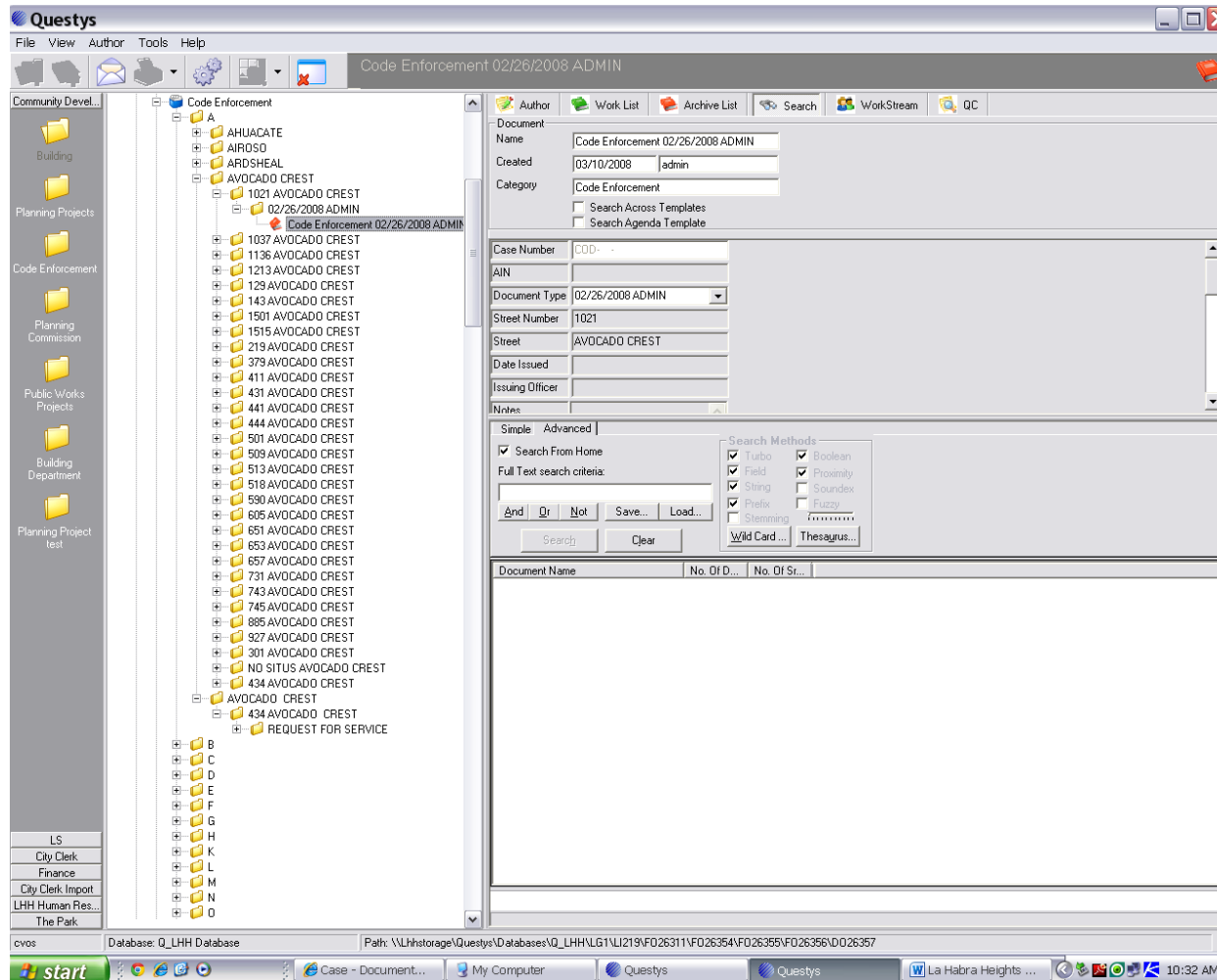


(Other documents just have Document Type changing to match Correspondence, Notices, Plans, Staff Report, Resolution, etc.)

Questys Screen Shots (for conversion of images and metadata to new system)

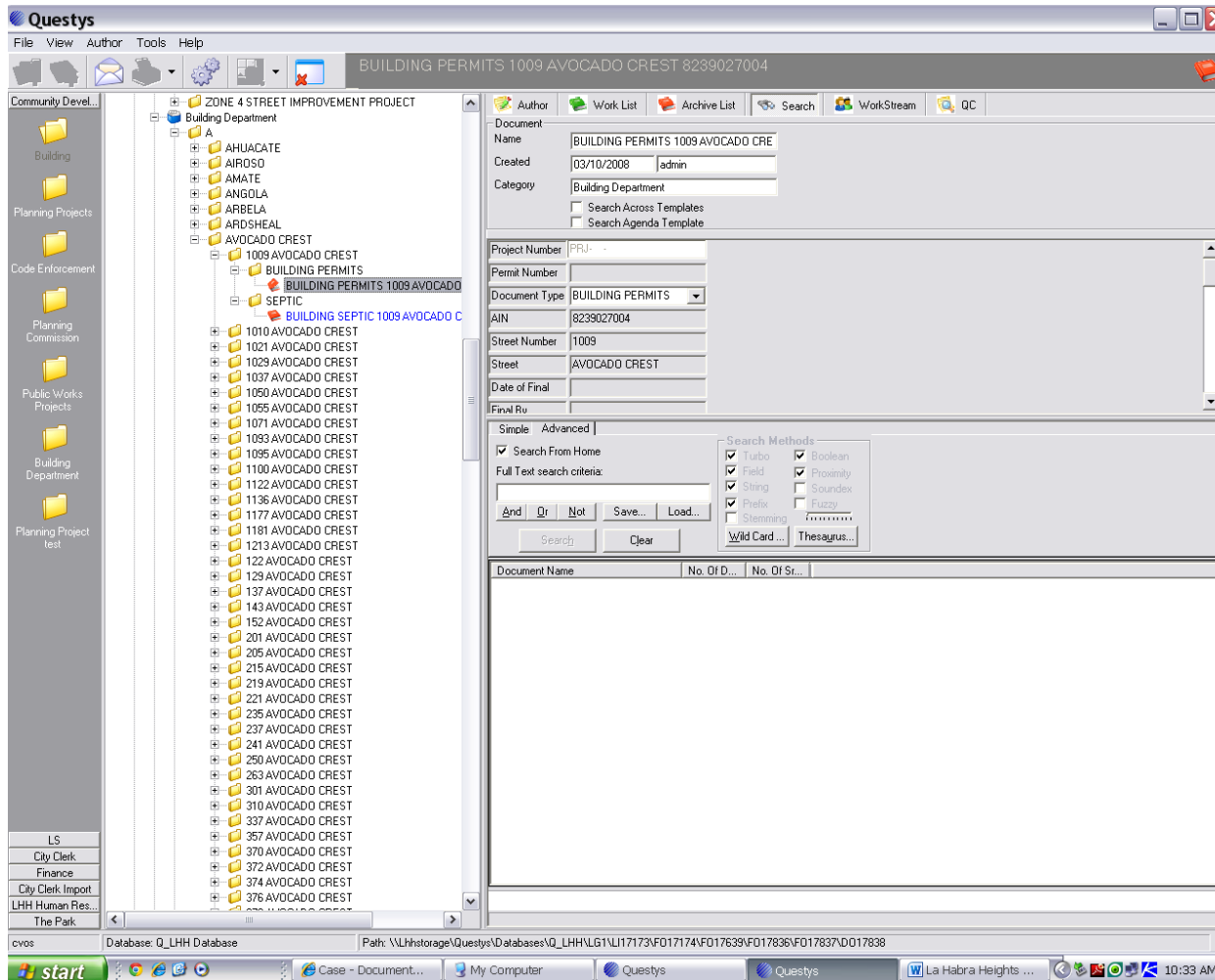
CODE ENFORCEMENT / BIBLIOGRAPHY (METADATA)

(2 Avocado Crest folders)



Questys Screen Shots (for conversion of images and metadata to new system)

BUILDING PERMITS AND SEPTIC PERMITS / BIBLIOGRAPHY (METADATA)

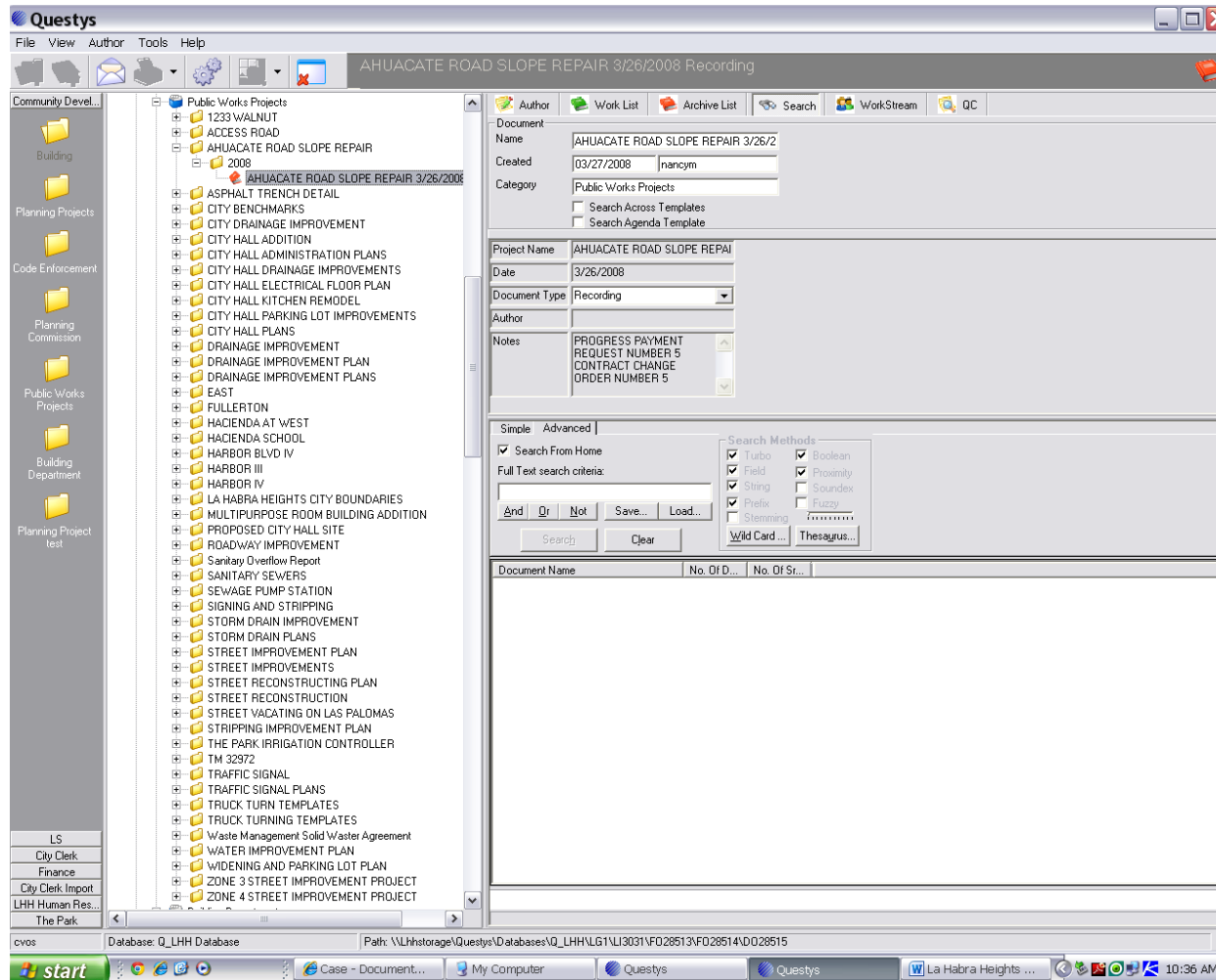


(Septic has the same data, with Document Type = Septic)

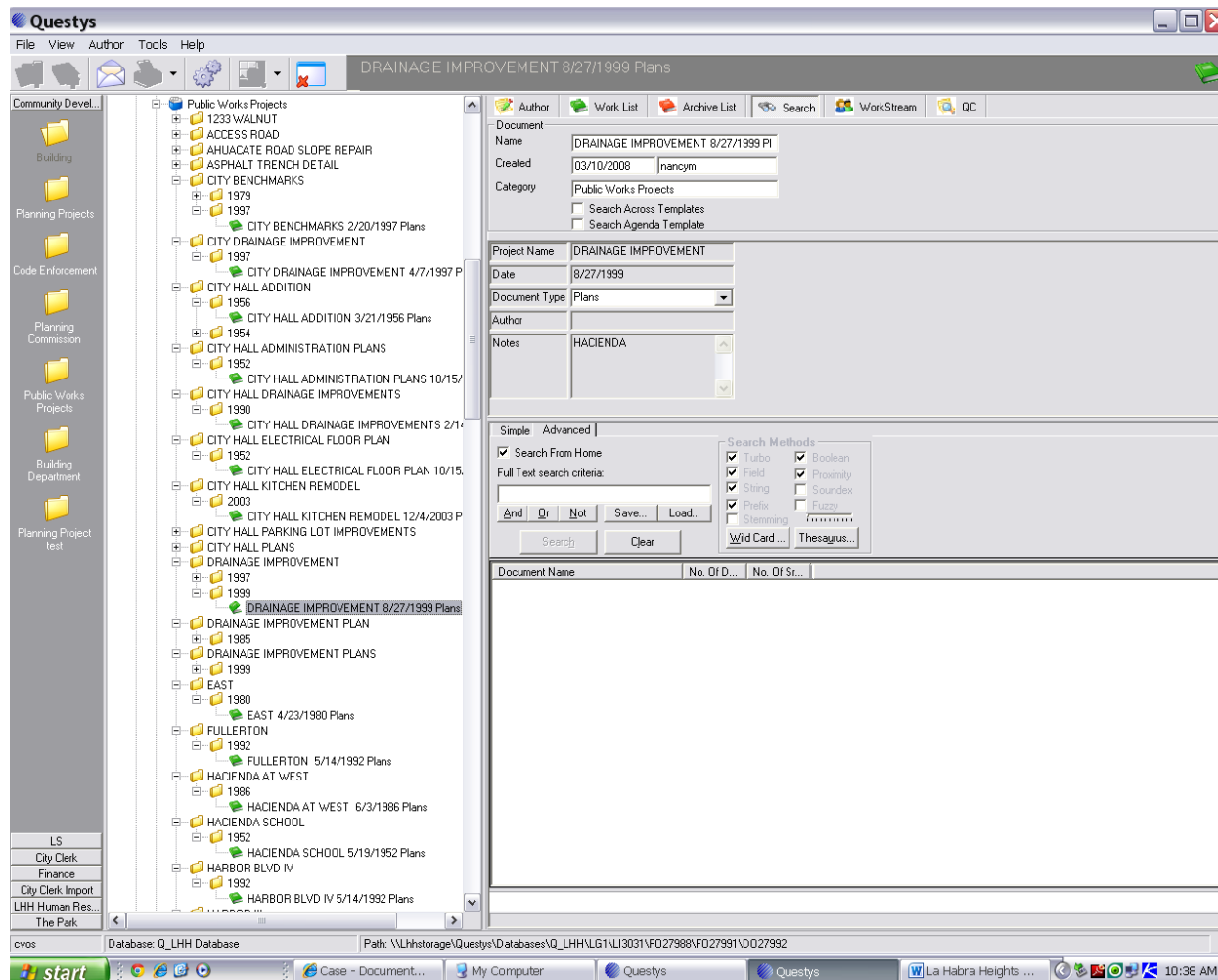
Questys Screen Shots (for conversion of images and metadata to new system)

Questys Screen Shots (for conversion of images and metadata to new system)

PUBLIC WORKS PROJECTS / BIBLIOGRAPHY (METADATA)



Questys Screen Shots (for conversion of images and metadata to new system)

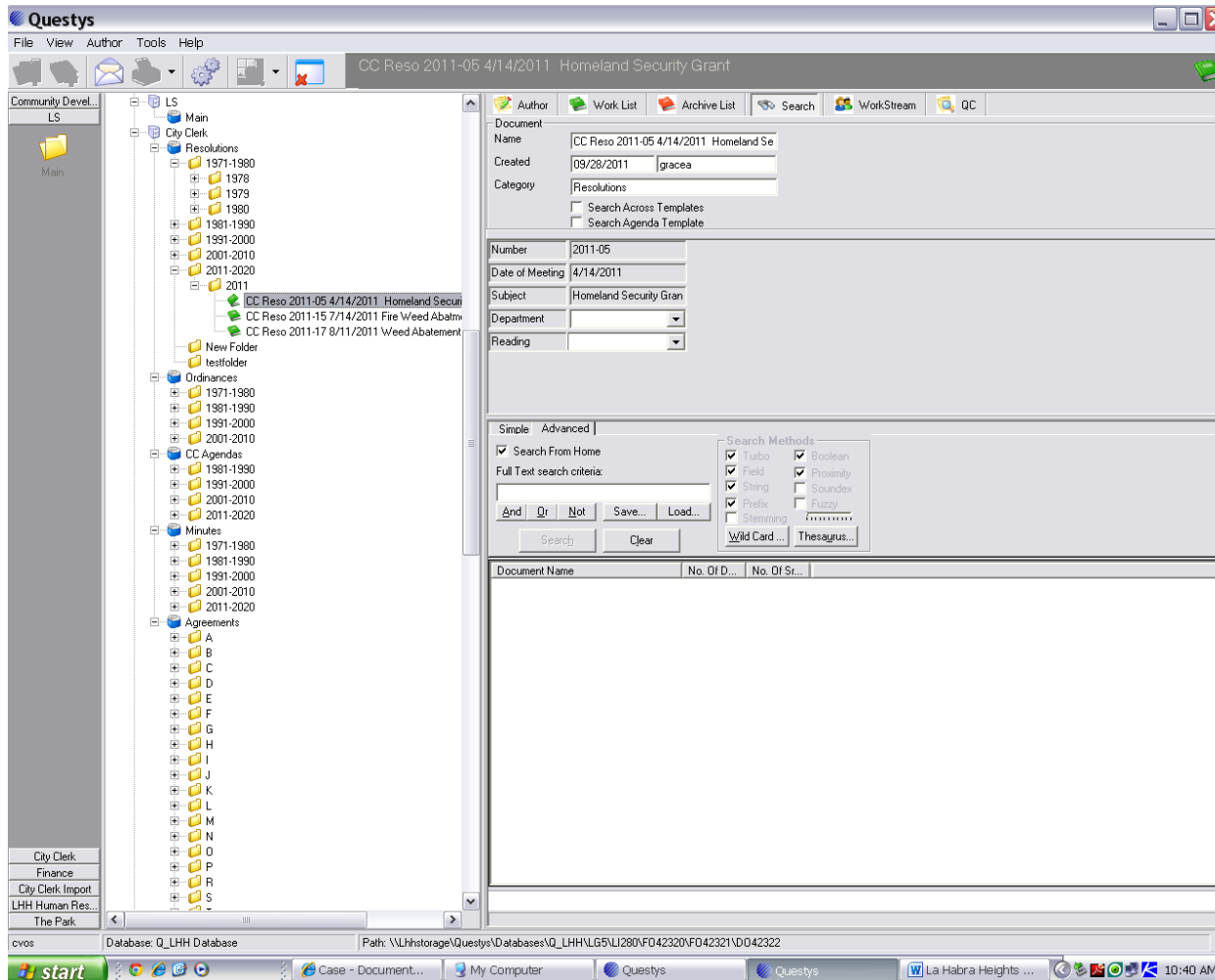


Questys Screen Shots (for conversion of images and metadata to new system)

(LS Main is empty)

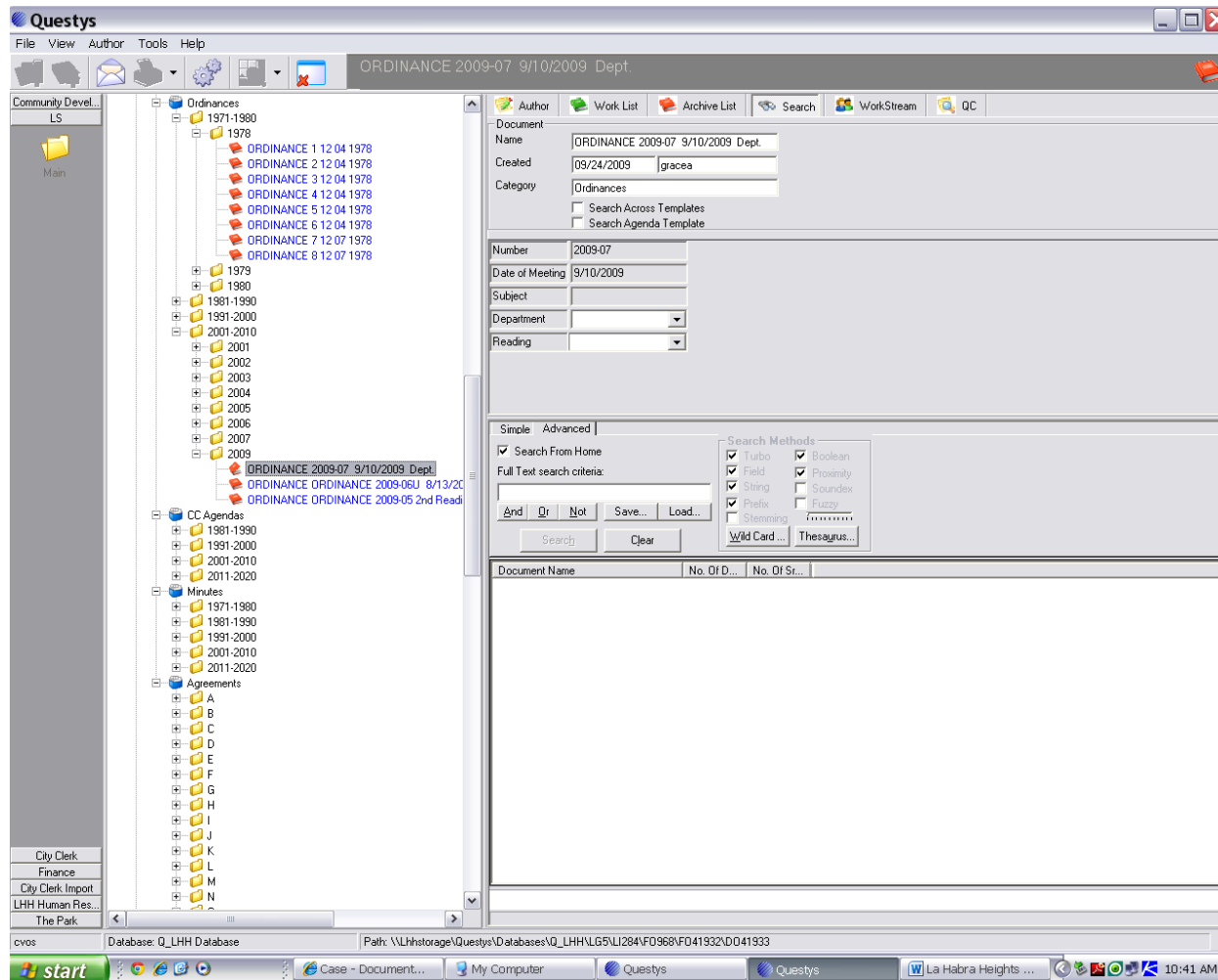
CITY CLERK / BIBLIOGRAPHY (METADATA)

Last resolution in 2011



Questys Screen Shots (for conversion of images and metadata to new system)

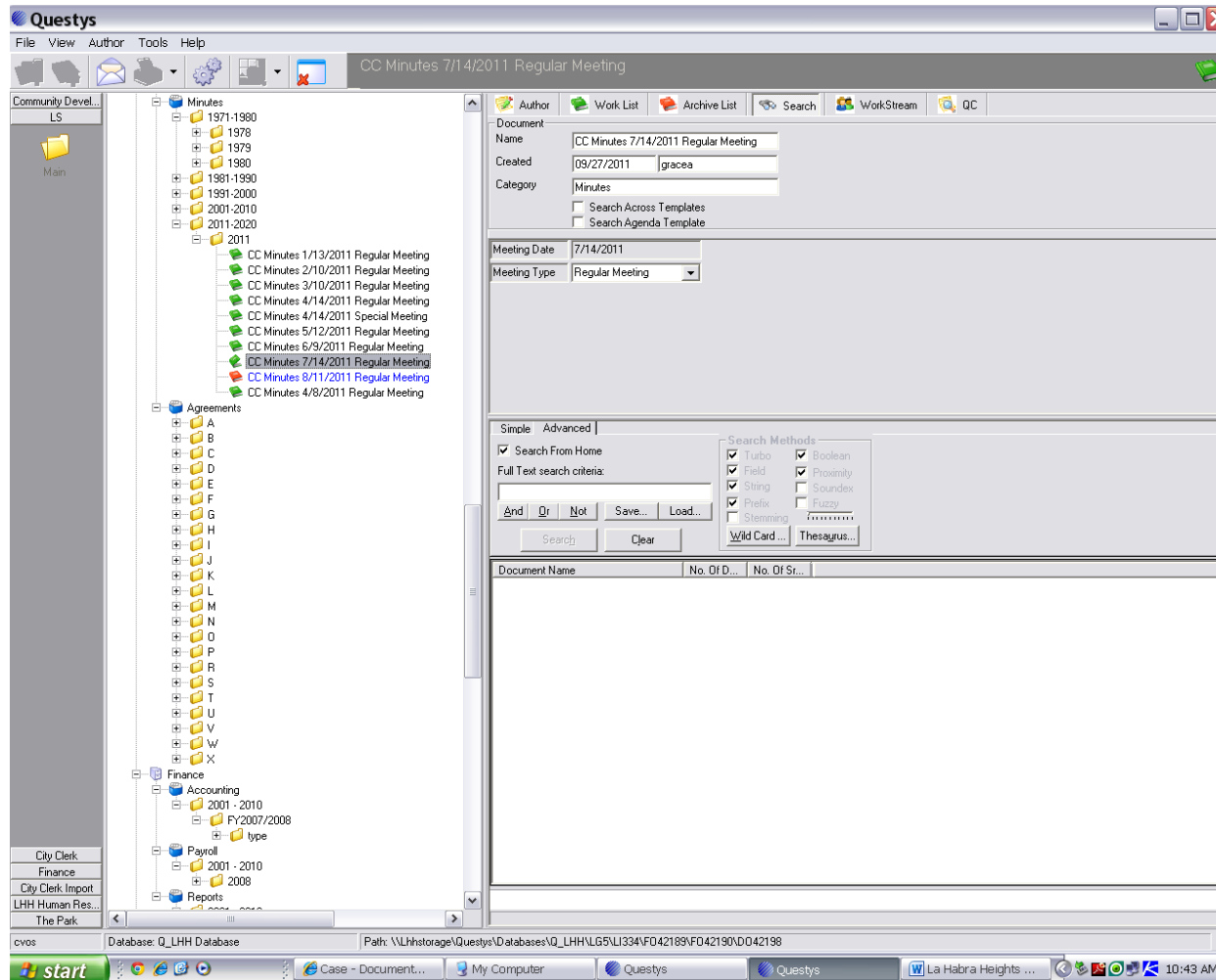
Last Ordinance 2009



The screenshot displays the Questys application interface. The left-hand pane shows a hierarchical tree structure under the 'Community Development' category. The tree includes folders for 'CC Agendas' (with sub-folders for years 1984-1990, 1991-2000, 2001-2010, 2011-2020, and 2011, which further contains specific dates) and 'Minutes' (with sub-folders for years 1971-1980, 1981-1990, 1991-2000, 2001-2010, and 2011-2020). The right-hand pane shows a 'Document' metadata form for the selected document, 'CC Agenda 8/11/2011 Regular Meeting'. The form includes fields for Name, Created (09/27/2011), Category (CC Agendas), Meeting Date (8/11/2011), and Meeting Type (Regular Meeting). Below the form is a search section with 'Simple' and 'Advanced' tabs. The 'Simple' tab is active, showing search criteria and search methods. The bottom status bar indicates the database is 'LQH Database' and the path is '\\Lhhstorage\Questys\Databases\LQH\LHH\LG5\LJ328\F041395\F041396\F042245\D042225'.

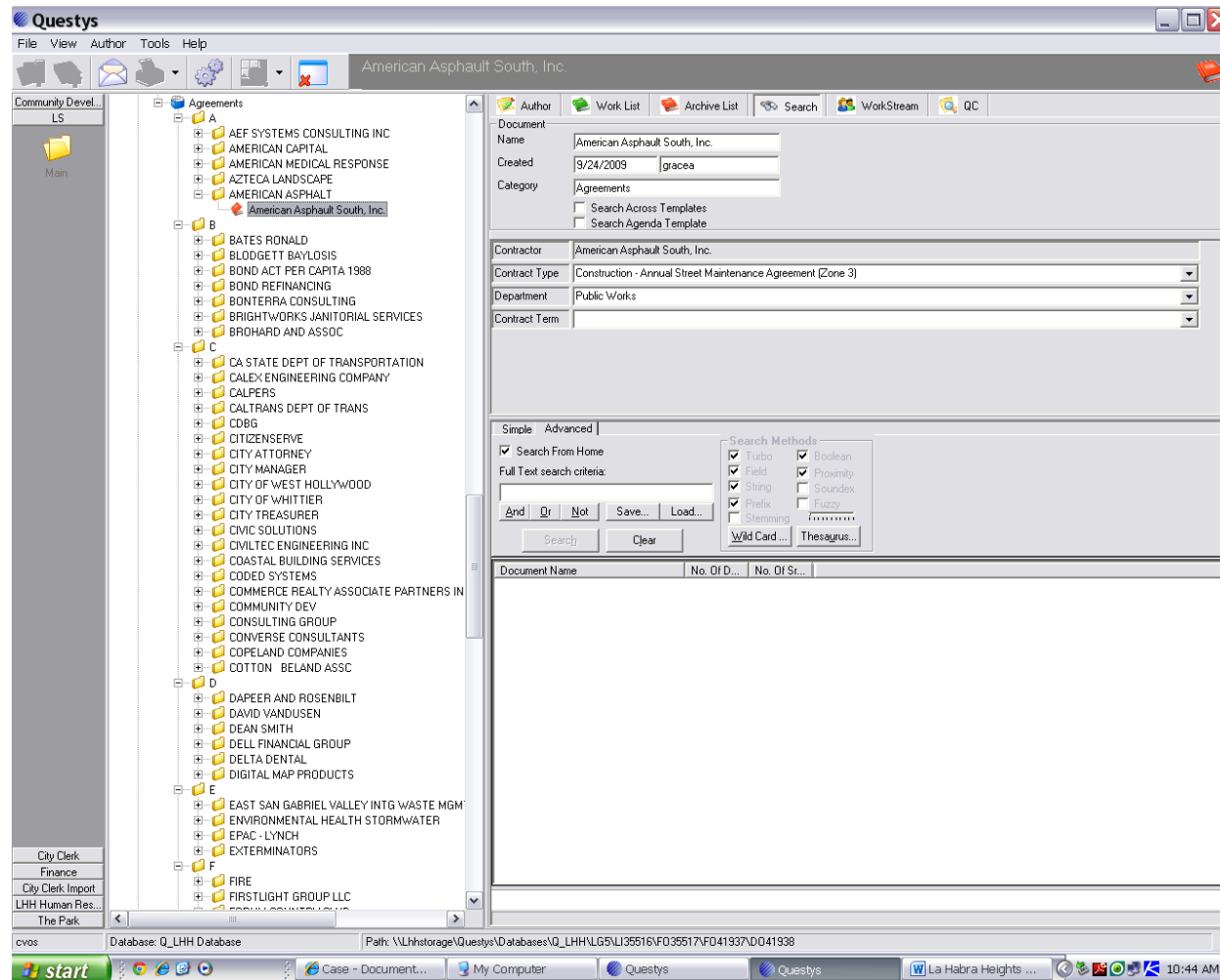
Questys Screen Shots (for conversion of images and metadata to new system)

Last Minutes 2011



Questys Screen Shots (for conversion of images and metadata to new system)

Agreements



Do not recommend converting anything else (Finance, Human Resources, Paramedics, The Park)

La Habra Heights Questys System – 08-29-2012