



# **RESOLUTION No. 15-279**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION AUTHORIZING EXECUTION OF A PERSONAL SERVICES CONTRACT WITH CAPITOL DIGITAL DOCUMENT SOLUTIONS, INC.**

WHEREAS, the Assessor desires to convert its paper documents to digital images in a PDF file format; and

WHEREAS, the conversion of documents will enhance the ability to quickly and efficiently identify and access Assessor working documents, while also allowing digitalized records to be placed in the County's secured document management system, SharePoint; and

WHEREAS, the Assessor has fiscally planned for this scanning and archiving project cost of \$45,148 by budgeting this expenditure in the 2015/16 Fiscal Year departmental budget; and

WHEREAS, Capitol Digital Document Solutions, Inc. has been identified as a qualified contractor to provide scanning, conversion, and indexing of Assessor records.

BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Contract dated the 1<sup>st</sup> day of July, 2015, by and between said County and Capitol Digital Document Solutions, Inc. pertaining to scanning and digital conversion services for the County of Nevada Office of the Assessor. The cost of the contract shall not exceed \$45,148 for the period of July 1, 2015 through June 30, 2017.

Funds to be disbursed from account: 0101-10201-011-1000/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of June, 2015, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller,  
Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_



  
Edward C. Scofield, Chair

6/23/2015 cc: Assessor\*  
AC\*(hold)

6/24/2015 cc: Assessor\*  
AC\*(release)

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**Capitol Digital Solutions, Inc.**

(Herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

- (§1) **Provide document scanning and conversion services to convert Assessor's archive of paper records to digital images in a PDF file format and index digitized files.**

**SUMMARY OF MATERIAL TERMS**

- (§2) **Maximum Contract Price:** \$ 45,148  
(§3) **Contract Beginning Date:** 07/01/2015 **Contract Termination Date:** 06/30/2017  
(§4) **Liquidated Damages:** N/A

**INSURANCE POLICIES**

Designate all required policies:

- |      |  | Req'd         | Not Req'd     |
|------|--|---------------|---------------|
| (§6) | <b>Commercial General Liability</b> (\$1,000,000)      | <u>X</u>      | <u>      </u> |
| (§7) | <b>Automobile Liability</b> (\$ 300,000) Personal Auto | <u>      </u> | <u>X</u>      |
|      | (\$1,000,000) Business Rated                           | <u>X</u>      | <u>      </u> |
|      | (\$1,000,000) Commercial Policy                        | <u>      </u> | <u>X</u>      |
| (§8) | <b>Worker's Compensation</b>                           | <u>X</u>      | <u>      </u> |
| (§9) | <b>Errors and Omissions</b> (\$1,000,000)              | <u>      </u> | <u>X</u>      |

**LICENSES**

Designate all required licenses:

- (§14) \_\_\_\_\_

**NOTICE & IDENTIFICATION**

- (§26) **Contractor: Capitol Digital Solutions, Inc.** **County of Nevada:**  
555 Capitol Mall, Ste. 235 950 Maidu Avenue  
Sacramento, CA 95814 Nevada City, California 95959

|  |                                   |
|--|-----------------------------------|
| Contact Person: Tim Peregoy                                    | Contact Person: Sue Horne         |
| (916) 449-2820 x235 main or (707)685-7693 cell( 530 ) 265-1269 |                                   |
| e-mail: tperegoy@capitol-digital.com                           | e-mail: sue.horne@co.nevada.ca.us |
|  | Org Code: 0101-10201-011-1000     |

**Contractor is a:** (check all that apply)

|              |                       |                      |                     |                          |
|--------------|-----------------------|----------------------|---------------------|--------------------------|
| Corporation: | <u>X</u> Calif.,      | <u>      </u> Other, | <u>      </u> LLC,  | <u>      </u> Non-profit |
| Partnership: | <u>      </u> Calif., | <u>      </u> Other, | <u>      </u> LLP,  | <u>      </u> Limited    |
| Person:      | <u>      </u> Indiv.  | <u>      </u> DbA,   | <u>      </u> Ass'n | <u>      </u> Other      |

**EDD:** Independent Contractor Worksheet Required:        Yes        No  
**HIPAA:** Schedule of Required Provisions (Exhibit D):        Yes        No

**ATTACHMENTS**

Designate all required attachments:

- |   | Req'd         | Not Req'd     |
|---|---------------|---------------|
| <b>Exhibit A: Schedule of Services</b> (Provided by Contractor)               | <u>X</u>      | <u>      </u> |
| <b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)           | <u>X</u>      | <u>      </u> |
| <b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)     | <u>      </u> | <u>X</u>      |
| <b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information) | <u>      </u> | <u>X</u>      |

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

**1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

**2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

### Time for Performance

**3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

**4. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

**5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

**6. Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

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- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**Public Contracts**

**15. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the



commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

**16. Accessibility (County Resolution No. 00190):**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

**Default and Termination**

**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of

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California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

#### **Miscellaneous**

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**27. Authority:**

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.



CONTRACTOR:

David Wilkinson  
Name: David Wilkinson  
Title: President  
Dated: 6-3-15

COUNTY OF NEVADA:

Edw. G. Scofield  
Honorable Edward G. Scofield  
Chair, Board of Supervisors  
Dated: 6/23/15

Attest: Julie Patterson Hunter  
Julie Patterson Hunter  
Interim Clerk of the Board

## EXHIBIT "A"

### SCHEDULE OF SERVICES

(Provided By Contractor)

Contractor will convert Assessor's archive of recorded paper records to a standard PDF image format. In addition to the image conversion services, Contractor will index the digitized files with the 2 index fields listed below for retrieval through the County's SharePoint document management system. The Assessor's marked deed documents are labeled with either a Volume and Page number (5 or 6 digits) or a 13 digit Document Number on the document itself.

Contractor will index the digitized files with the following index fields:

1. Volume and Page (Available on the document)
2. Document Number (Available on the document)

### Description of Approach

Upon coordination with the County Point-of-Contact, Contractor will bring its delivery vehicle to the Assessor's office to pick up documents. The pickup process, detailed below, ensures that the location of documents is known to all parties at all times. If, while the documents are in Contractor's care, a specific record is needed by the Assessor, Assessor will call or email the Project Manager with the document number, and Contractor will provide the document by fax or email within 24 hours of request. In this way, Contractor will impact the ability of the Assessor's office as little as possible during the course of the project.

Scanning will be done at Contractor's secure facility in Sacramento. Contractor is located downtown with 24-hour manned security. Scanning work will be performed by seasoned operators, and the process will be reviewed daily by the Production Manager to maintain quality standards.

The images will be delivered as PDF documents as requested, with an index that allows stand-alone use of the images. This index can also be used by many document management systems to load the images into their database.

NOTE: This stand-alone index requires no specialized applications. This index can be used with Excel and Acrobat.

### **Document Transportation**

Contractor will come to Assessor's office and pack the documents in standard banker's boxes. These are high-quality boxes than can be used for long-term storage upon completion of the scanning effort.

Contractor will make a note of the rack and shelf the documents came from (for example, Rack 2, 1<sup>st</sup> shelf, left side) to facilitate the return of the documents as needed. The boxes will also be consecutively numbered when they are loaded, and a report will be completed detailing the contents of each box.

### **Chain of Custody Records**

When the boxes are ready to be transported to Contractor's facility, Contractor will present Assessor with a Chain of Custody report that specifically details which records are being taken off-site, and the name of the individual responsible for the records.

The Contractor is providing four (4) roundtrips from Sacramento to Nevada City to transport Assessor's documents. Contractor will return scanned documents to Assessor's Office when picking up the next batch of documents to be scanned by Contractor.

### Image file output

Contractor will provide PDF documents, one per page, as required by the Assessor. PDF images will be delivered on external hard disk drive. Based on the standard delivery volume of 270,000 images and an average file size of 600KB, each batch will be approx. 154GB. Each batch will be delivered on an external slim-line USB drive.

Contractor will use a pair of drives to facilitate a rolling delivery. Upon completion of the first batch, Contractor will deliver the images on the first external drive. Upon completion of the second batch, Contractor will deliver the images on the second drive, with a copy of all the images from the first batch. Contractor will collect the first drive from Assessor, and leave the second drive. Assessor will always have a copy of the most complete set of images. Upon completion of the project, Assessor will have two complete sets of images on two drives.

### **Description of quality control processes**

Contractor understands that the documents are currently housed on various shelves in the Assessor's office, and that documents date from the 1970's, thus it is likely that many are fragile and will require special handling during scanning. Contractor also understands that the media involved is variable, including paper, vellum, and other media. Capitol is very experienced capturing images from all such media, and is prepared to handle the documents appropriately to ensure capture images that are as high quality as the source media will allow.

At no time will there be any question where Assessor records are. Upon receipt of documents from the Assessor's Office, Contractor will immediately enter the individual batch information into electronic document management system (PTS), where all activities to be completed are planned, managed, and documented.

For each group of documents, a Contractor employee will check out a group of documents, remove all staples, clips or other bindings, and begin scanning. Contractor will use Lexis-Nexus' LAW Pre-Discovery software to scan documents, which allows maintaining the exact structure of the original document set during scanning. This software saves each color image as a JPEG image (file types can be changed during export). Each page will be scanned at 300 dpi.

When Contractor encounters oversized documents (which may include site maps or other drawings), Contractor will take the source page(s) to its oversized scanner, where it will be scanned at 300 dpi. The image created is then copied into the LAW case from the oversized scanner output, and the operator proceeds with scanning. It is unlikely Contractor will encounter drawings in the Deed set, but in the event they are present, Contractor will capture the information as it is found.

Once a group of documents has been scanned, the Contractor operator checks the group back in and proceeds with another group or with other work, as appropriate. Later, another operator checks out the previously scanned group and conducts a separate pass QC, looking at all images to ensure that they do not suffer from skew, are rotated to be viewed properly, have adequate contrast for legibility, and have high quality as compared to the original paper document. The QC operator makes corrections as needed to ensure a high quality deliverable. Following this QC procedure, the QC operator checks the group back in, and it is prepared for return to the client.

When all documents in a batch received at one time have been scanned, all metadata has been captured, and QC is complete, the Contractor Project Manager processes all images in the batch to create a complete set of deliverables. Contractor normally delivers color images as JPEG files. Contractor will convert .jpg files to PDF files prior to export. The output of this process is a complete set of images and a load file containing all metadata associated with them.

### **Quality steps and procedures to ensure Image Quality Control**

- Individual image-by-image check to ensure image orientation
- Rotate as necessary for direct viewing on screen
  - Portrait viewed upright
  - Landscape viewed horizontally, with scrolling enabled to view long sheets.
- Individual image-by-image check for contrast and legibility

- Rescan as needed to improve image quality
- Individual image-by-image check for black border removal and image completeness
  - Rescan as needed to improve image quality
- Comprehensive check for completeness of scanned set
  - Individual page-by-page check for presence of scanned image
  - Individual image-by-image check for completeness of the image – no cutoffs
- Rescan as needed to correct image set deficiencies
- Comprehensive review of entire image set before export
- Comprehensive overview ( spreadsheet) review of metadata captured
  - Gap check of document numbers or book-page numbers from image names
- Compatibility check for coded records of metadata and scanned document image sets
- Comprehensive warranty of quality to include replacement of rejected images at no cost

### **Document Viewing with the Indexing Format**

#### **Excel Index Process**

The metadata gathered for this project will be limited to:

- Document Number, or
- Book and Page Number

These data will be delivered in an Excel spreadsheet, with links on the sheet that will open the document.

This format is beneficial in two ways:

1. Excel is an industry standard, and the information can be "sent" to a wide variety of target systems.
2. As a stand-alone solution, this allows an end user with Excel and Acrobat to use the index to quickly find documents as needed.

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**EXHIBIT "B"**

**SCHEDULE OF CHARGES AND PAYMENTS**

(Paid by County)

| <b>Item</b>       | <b>Description</b>                                | <b>Unit Cost</b> | <b>Volume</b> | <b>Total Cost</b>  |
|-------------------|---|------------------|---------------|--------------------|
| Pickup & Delivery | One round-trip from Sacramento to Nevada City     | \$306.94         | 4             | \$1,227.76         |
| Image Scanning    | Per-Page image capture, 300DPI full-color         | \$0.0549         | 800,000       | \$43,920.00        |
| Indexing          | Capture of Book & Page number, or Document Number | Included         | 800,000       | Included           |
| Grand Total       |   |                  |               | <b>\$45,147.76</b> |

- There is no difference in cost for a "one time" job or completing the job in batches.
- With the initial pickup and final delivery, there will be four total round trips.

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