

Administering Agency: Nevada County Countywide

Contract No. _____

Contract Description: **Document Scanning and Indexing Services**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of May 9, 2023 by and between the County of Nevada, ("County"), and SyTech Solutions, Inc. ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed One hundred Thousand Dollars (\$100,000).**
3. **Term** This Contract shall commence on, May 9, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **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 or 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, 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 Contract, 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.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other Party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party’s liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party’s performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor’s personnel, when on the County’s premises and when accessing the County network remotely, shall comply with the County’s regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County’s privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County’s Chief Information Officer or his/her designee.

14. **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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- 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. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** 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 comply 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.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
- 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such 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.
- 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys

erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Contract 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.
- B. 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) calendar days written notice to Contractor**.
- C. 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.
- D. County, upon giving **thirty (30) 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 California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

- 21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** 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.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and Contractors performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Purchasing Division
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Desiree Belding, CPPO, CPPB
Email: desiree.belding@nevadacountyca.gov
Phone: 530-265-1557

CONTRACTOR:

Name of firm
SyTech Solutions, Inc.
Address 8930 Big Horn Blvd.
City, St, Zip Elk Grove, CA 95758
Attn: Jeff Green
Email: jgreen@sytechsolutions.com
Phone: 916-381-3010 x234

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

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.

By: _____ Date: _____

Printed Name/Title: Steve Monaghan, Purchasing Agent

CONTRACTOR: SyTech Solutions, Inc.

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: ___Secretary_____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT A

Scope of Services

Contractor shall provide the services described in herein Exhibit A and **IFB No. 163549, Document Scanning & Indexing Services** and Contractor's response to said document.

Services may be requested as-needed by County departments. Upon request, Contractor will provide to the requesting Department a written quote that specifies the number and description of units of service requested and the applicable charges based on the unit prices described in Exhibit B. Upon acceptance of the written quote, the County will issue a Purchase Order to Contractor for the quoted services. No work shall be performed by Contractor under this Contract without a Purchase Order.

1. DESCRIPTION OF SERVICES FOR ALL COUNTY DEPARTMENTS AS REQUESTED

1.1 Scanning and Indexing

Contractor will scan/index items in accordance to the indexing most appropriate to each Department. The indexing priority must be agreed to in writing by Department contact and Contractor. Removal of staples and bindings may be need on some documents in preparation of scanning. This may also include mixed document types, sizes, and document material types as defined below but not limited to: .

- A. Permit
- B. Plans
- C. Calculations
- D. Maps
- E. Photographs
- F. Health and human Services health records
- G. Sheriff's Office, District Attorney, Probation and Public Defender law enforcement records
- H. Clerk of the Board minutes and agendas
- I. Other Supporting Documents (Forms, applications, customer communication, conditions of approval, etc.)

2.1.1 Contractor shall be required to place pages in the proper document type for all items and de-staple/collate the entire file where necessary.

2.1.2 Some documents will not need to be separated and shall be scanned as one long document.

2.1.3 A small percentage of Documents will need special handling, removing staples on overlays, and subsequent possible scanning due to document sensitivity.

1.2 File Transportation

Boxes shall be transported from County facility to Contractor's specified facility. Upon arrival, the boxes must be logged into Contractor's production tracking system verifying box label tracking information. Boxes shall move incrementally for preparation and document scanning. Preparation will include the removal of staples, paper clips and other impediments along with identifying fragile or non-standard materials that require special handling.

1.3 Document Conversion

- 2.3.1 Contractor shall produce 300 dpi color multi-page searchable PDF files, indexed as described previously. All documents will be scanned double sided, with blank page deletion.
- 2.3.2 Index data will be placed in final format TBD in coordination with applicable Department and Contractor.
- 2.3.3 All pages will be scanned in color unless requested specifically by the Department to be scanned in B&W or gray scale.
- 2.3.4 Images will be properly oriented for viewing (right reading).

1.4 Quality Control

Contractor is required to provide quality controls that ensure a quality product deliverable. Contractor must include a thorough document preparation inspection, scanning/image inspection and a final deliverable audit against original documentation.

Contractor will be responsible to reprocess any missed or illegible documents and will be required to insert the corrected or missing images into the Image Product.

Nevada County will identify and return to Contractor the appropriate missing or illegible Documents upon discovery

1.5 Deliverable

Contractor to deliver the digital files to County via Encrypted Electronic File Transfer. Contractor to house in a secure facility during the production phase. No images or data belonging to the County will be retained by Contractor following production acceptance.

2. DESCRIPTION OF SERVICES- CDA SPECIFIC

For all work related to and assigned by the Community Development Agency (CDA) the below Scope of work shall apply.

2.1 Scanning and Indexing

Contractor will scan/index items A – E. Removal of staples and bindings may be need on some documents in preparation of scanning. This may also include mixed document types, sizes, and document material types.

- A. Permit - Public
- B. Plans – Internal
- C. Calculations - Internal
- D. Maps –Internal
- E. Other Supporting Documents (, customer communication, conditions of approval, photographs, etc.) - Internal

Scanned files will have a meaningful file name and indexing as determined by County per permit types.

A suggested naming convention is 071451-BP1.pdf

<Permit#>_<PermitType>_<DocumentGroup>_<SequentialNumber>

Permit Type: Applicable values for permit type would be building, septic, planning, etc and given to contractor with each box by County.

Document Group: Notates if the file is available for Public or Internal. Other document groups may be designated by County and instructed to contractor with each box.

Document Categories: Should match based on Document Group being Public or Internal as listed in A-E above.

Indexing should be included in a excel spreadsheet that accompanies the scanned files.

That spreadsheet would look similar to below. If the files are in subfolders, then the filename should include the full path of the file.

File Name	Permit#	Doc Group	Doc Cat.	Parcel #	Site Address		City	Zip	Note
071451-BP1.pdf	071451	Public	Permit	07545514	102 Mill St		Grass Valley	95959	

- 2.1.1 Contractor shall be required to place pages in the proper document type for items A - F and de-staple/collate the entire file where necessary.
- 2.1.2 Some documents will not need to be separated and shall be scanned as one long document.
- 2.1.3 Documents will need special handling, removing staples on overlays, and subsequent possible scanning due to document sensitivity.
- 2.1.4 It is important that as the documents are uploaded, they are correctly identified as public or private.
 - a. Public documents are communication letters and permit information.
 - b. Private Documents are those that have an engineer or architect stamp such as plans & truss calcs.
- 2.1.5 County will supply the Contractor with a list of permits existing in Accela and all valid parcel numbers (both retired parcel numbers and active). Contractor will validate their indexing against those two lists to confirm a valid permit number, or if the permit number does not exist yet in Accela, then a valid parcel number.
- 2.1.6 Contractor will deliver files in separate groups based on if a permit exists or not.

2.2 File Transportation

Boxes shall be transported from County facility to Contractor's specified facility. Upon arrival, the boxes must be logged into Contractor's production tracking system verifying box label tracking information. Boxes shall move incrementally for preparation and document scanning. Preparation will include the removal of staples, paper clips and other impediments along with identifying fragile or non-standard materials that require special handling.

2.3 Document Conversion

- 2.3.1 Contractor shall produce 300 dpi color multi-page searchable PDF files, indexed as described previously. All documents will be scanned double sided, with blank page deletion.
- 2.3.2 Index data will be placed in final format TBD in coordination with contractor.
- 2.3.3 All pages will be scanned in accordance with the original image. i.e., if in color, scan is expected to also be in color.
- 2.3.4 Images will be properly oriented for viewing (right reading).

2.4 Quality Control

Contractor is required to ensure QC process from beginning to end, meaning from receiving, to prep, scan, index, final QC review, and delivery. Contractor will complete 100% QC of each box in the beginning all the way through the test scanning and delivery. Once County accepts the pilot project Contractor will commence limited production and continue 100% QC until they are satisfied, and all checks and balances are working.

Contractor will then reduce the QC percentage down from 100 to 50 to 25 to 10 and as long as they do not see any issues arising during the scanning process. Contractor will continue at 10% throughout the project duration.

Contractor must include a thorough document preparation inspection, scanning/image inspection and a final deliverable audit against original documentation in the not less than 10% of the total project.

Contractor will be responsible to reprocess any missed or illegible documents and will be required to insert the corrected or missing images into the Image Product.

Nevada County will identify and return to Contractor the appropriate missing or illegible Documents upon discovery up to one year post final completion.

2.5 Redaction

Contractor shall redact any SS# and DL#. These will be found primarily on "Agreements to Pay" and "Owner Builder Forms." The contractor will use two methods:

1. As the file is being prepared for scanning staff will visually look for those forms and whether they have SS# and DL# listed and redact them with a sharpie.
2. The documents will be OCR'd for text recognition and the documents can be searched and redacted.

Contractor is responsible to QC all Redacted information and ensure redaction efforts were successful.

2.6 Deliverable

Contractor to deliver the digital files to County via Encrypted Electronic File Transfer. Contractor to house in a secure facility during the production phase. No images or data belonging to the County will be retained by Contractor following production acceptance.

3. SCANNING/PROJECT COORDINATION

The Contractor is expected to coordinate services with the County Project Manager who will connect the Contractor with the applicable contact within the Agency. It is anticipated that the work will take place over a period of time and in a phased approach working one Department at a time. (for example, Building Dept. then Planning etc.)

Should the Contractor need support throughout the duration of this Contract, the County Project Manager should be contacted immediately in order to keep this project moving forward.

County Project Manager contact information is provided in section 31 of this Contract.

4. TEST SCANNING

Upon Contract approval, Contractor will coordinate with the County Project Manager receipt of up to five test boxes to define and refine the transfer of files, scanning clarity, indexing format and quality control process. Once County Project Manager provides acceptance of this process work may proceed as scheduled and coordinated.

5. MONTHLY CHECK-INS

Contractor will meet with County Project Manager and designated Department staff to discuss progress and refinement as needed.

6. DATA UPLOAD

The County may request the Contractor to upload scanned data into the Accela Software or other land use software systems on behalf of the County. Should this be requested, the County Project Manager will work with the Contractor to establish protocol and ensure data transfer success.

EXHIBIT B

Payment for Services Rendered

1. Payment:

All Quotes and Purchase Orders for services provided under this Contract shall be at the rates listed below in section 2- Payment Schedule.

Contractor shall invoice directly to the requesting Department in arrears as directed on the Purchase Order that authorizes the services to be performed.

The County will remit payment for approved invoices within thirty (30) days of receipt

Specific projects will be assigned to Contractor through issuance of Task Orders

Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Payment Schedule.

Contractor shall not commence performance of work or services until this contract has been approved by County, and notification to proceed has been issued by County's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

Contractor shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the County through a fully executed written amendment. Contractor shall not undertake any such work without prior written approval of the County.

Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that services of such value have been rendered pursuant to this agreement.

2. Payment Schedule:

Contractor will be reimbursed for hours worked at the hourly rates specified in Contractor's Fee Schedule/Cost Proposal as described below herein. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.

Code	Name	Item Description	Unit	Unit Price
1	Document Scanning Black & White up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page
2	Document Scanning Black & White up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page
3	Document Scanning Black & White up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page
4	Document Scanning Black & White up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page
5	Document Scanning Black & White up to 11x17	in accordance with section 1.1 of the Bid Package provide price for pricing above 2,000,000	\$0.04	Page
7	Document Scanning Gray Scale Up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page
8	Document Scanning Gray Scale Up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page
9	Document Scanning Gray Scale Up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page
10	Document Scanning Gray Scale Up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page

11	Document Scanning Gray Scale Up to 11x17	in accordance with section 1.1 of the Bid Package quantity above 2,000,000	\$0.04	Page
13	Document Scanning Color Up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page
14	Document Scanning Color Up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page
15	Document Scanning Color Up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page
16	Document Scanning Color Up to 11x17	in accordance with section 1.1 of the Bid Package	\$0.04	Page
17	Document Scanning Color Up to 11x17	in accordance with section 1.1 of the Bid Package quantity above 2,000,000	\$0.04	Page
19	Document Scanning Black & White up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.85	Page
20	Document Scanning Black & White up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.85	Page
21	Document Scanning Black & White up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.85	Page
22	Document Scanning Black & White up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.85	Page

23	Document Scanning Black & White up to 36x48	in accordance with section 1.1 of the Bid Package quantity above 2,000,000	\$0.85	Page
24	Document Scanning gray scale up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.85	Page
25	Document Scanning gray scale up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.85	Page
26	Document Scanning gray scale up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.85	Page
27	Document Scanning gray scale up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.85	Page
28	Document Scanning Gray Scale up to 36x48	in accordance with section 1.1 of the Bid Package quantity above 2,000,000	\$0.85	Page
29	Document Scanning color up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.95	Page
30	Document Scanning color up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.95	Page
31	Document Scanning color up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.95	Page
32	Document Scanning color up to 36x48	in accordance with section 1.1 of the Bid Package	\$0.95	Page
33	Document Scanning Color up to 36x48	in accordance with section 1.1 of the Bid Package quantity above 2,000,000	\$0.95	Page

34	Document Preparation - staples, paperclip and post-it removal, unfolding/unrolling & QC	Hourly Rate	\$19.00	hourly	
35	Non-standard size (smaller than 8-1/2x 11 or larger than 36x48), machine feedable		\$0.01	Each	Smaller than 8.5x11 = \$.04 Larger than 36x48 = \$.85
36	Non-standard size (smaller than 8-1/2x 11 or larger than 36x48), not machine feedable		\$0.01	Each	Smaller than 8.5x11 = \$.04 Larger than 36x48 = \$.85
37	Courier Service Fee - round trip		\$150.00	Each	
38	Storage (monthly)	Per Box	\$0.01	Each	No charge for storage services provided during the document scanning project and up to 4 months

3. Invoices

Invoices shall be submitted to County in a form and with sufficient detail including:

- a. Department of Scanning Work (i.e., HHSA, Clerk of the Board, Planning Dept etc.)
- b. Number of Boxes
- c. Number of documents scanned
- d. Price for scanning
 1. Color
 2. Gray scale
 3. Black and white scale
- e. Cost of Document Preparation (staple, paperclip removal etc.)
- f. Transportation fees

Work performed by Contractor will be subject to final acceptance by County project manager(s).

Submit all invoices to:

Applicable Department as named on each assigned Task order

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability Insurance** Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- iii. **Workers’ Compensation insurance** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if contractor provides written verification it has no employees).

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

Other Insurance Provisions:

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

- i. **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- ii. **Primary Coverage** For any claims related to this contract, the **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

- iii. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- iv. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- v. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- vi. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note - all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- vii. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- viii. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note - should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- ix. **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- x. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- xi. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xii. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- xiii. **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- xiv. **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- xv. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator..

SUMMARY OF CONTRACT

Contractor Name SyTech Solutions, Inc.

Description of Services Document Scanning and Indexing Services

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$100,000

Contract Start Date: 5/9/2023

Contract End Date: 6/30/2024

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

Commercial General Liability	(\$2,000,000)	Click or tap here to enter text.
Automobile Liability	(\$1,000,000)	Click or tap here to enter text.
Worker’s Compensation Limits)	(Statutory	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County

Purchasing Division

Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Desiree Belding, CPPO, CPPB
Email: desiree.belding@nevadacountyca.gov
Phone: 530-265-1557

CONTRACTOR:

Name of firm

SyTech Solutions, Inc.

Address 8930 Big Horn Blvd.
City, St, Zip Elk Grove, CA 95758
Attn: Jeff Green
Email: jgreen@sytechsolutions.com
Phone: 916-381-3010 x234

Contractor is a: (check all that apply)

- Corporation: Calif., Other, LLC,
- Non- Profit Corp Yes No
- Partnership: Calif., Other, LLP, Limited
- Person: Indiv., DbA, Ass’n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

Exhibit A:Schedule of Services

Exhibit B:Schedule of Charges and Payments

Exhibit C:Insurance Requirements