

## CONTRACT INFORMATION SHEET

DATE: 1/30/18

Contract No.: P-18-002-P Vendor Number: 277381

Contract Title: Document Scanning and  
Indexing Services Name/Address: Via TRON  
18233 S Hoover Street  
Gardena, CA 90248

Contract Period: 1/1/18 - 12/31/19 Representative: Albert Fader

Using Agencies: District Attorney Phone No.: (310) 756 0607

Terms: Net 45 days Email: albertf@viatron.com

Total Contract Amt.: \$87,317.44

Buyer Name: Debbie Scharnick

Requisition No: 8601800087 Org: 2860

Supersedes: \_\_\_\_\_

☒ NEW ☐ RENEWAL ☐ AMENDMENT

☒ TICK DATE 9/02/19 ☐ REFERENCE (RFQ# / RFP#) Q 18--012

DESCRIPTION: Scanning of District Attorney case files

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISTRIBUTION:	Completed By:	Date:	Completed By:	Date:
DEPARTMENT: <u>DA</u>	_____	_____	_____	_____
REQUISITIONER: <u>Ruth Falcon</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



# County of Fresno

INTERNAL SERVICES DEPARTMENT  
ROBERT BASH, DIRECTOR - CIO

Facility Services • Fleet Services • Graphics  
Information Technology • Purchasing  
Security • Telecommunications

## PROCUREMENT AGREEMENT

Agreement Number P-18-002-P

December 20, 2017

ViaTRON Systems, Inc.  
Attn: Albert Fader  
18233 S. Hoover Street  
Gardena, CA 90248

The County of Fresno (County) hereby contracts with ViaTRON Systems, Inc. (Contractor) to provide document scanning and indexing services in accordance with the text of this agreement, Attachment "A", County of Fresno Request for Quotation No: 18-012 and the attached contractors response to County of Fresno Request for Quotation No: 18-012 by this reference made a part hereof.

**TERM:** This Agreement shall become effective January 1, 2018 and shall remain in effect through December 31, 2019.

**EXTENSION:** This Agreement may be extended for two (2) additional one (1) year periods by the mutual written consent of all parties.

**MINIMUM ORDERS:** Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

**CONTRACTOR'S SERVICES:** Contractor shall perform the services as described in Attachment "A" attached, at the rates set forth in Attachment "A".

**ORDERS:** Orders will be placed only by the District Attorney's Office under this contract.

**PRICES:** Prices shall be firm for the contract period. Any pricing changes which may take place during the life of the contract must be submitted in writing to the County of Fresno Purchasing Manager and received no less than thirty (30) days prior to becoming effective.

**MAXIMUM:** In no event shall services performed and/or fees paid under this Agreement be in excess of Eighty-seven thousand, three hundred seventeen dollars and forty-four cents (\$87,317.44).

**ADDITIONAL ITEMS:** The County reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing and signed by both parties.

**DELIVERY:** The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

**DEFAULT:** In case of default by Contractor, the County may procure the articles/services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by any other legal means available to the County. The prices paid by County shall be considered the prevailing

4525 E. Hamilton Avenue / Fresno, California 93702-4599 / (559) 600-7110

*\* The County of Fresno is an Equal Employment Opportunity Employer \**

market price at the time such purchase is made. Inspection of deliveries or offers for delivery, which do not meet specifications, will be at the expense of Contractor.

INVOICING: An itemized invoice in duplicate shall be mailed to requesting County department in accordance with invoicing instructions included in each order referencing this Agreement. The Agreement number must appear on all shipping documents and invoices. Invoice terms shall be Net 45 Days.

INVOICE TERMS: Net forty-five (45) days from the receipt of invoice.

TERMINATION: The County reserves the right to immediately terminate this Agreement upon written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

LAWS AND REGULATIONS: The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

AUDITS AND RETENTION: Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition, the Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

LIABILITY: The Contractor agrees to:

Pay all claims for damage to property in any manner arising from Contractor's operations under this Agreement.

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses, causes of action, claims or judgments resulting out of or in any way connected with Contractor's performance or failure to perform by Contractor, its agents, officers or employees under this Agreement.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within Thirty (30) days from the date Contractor signs and executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, District Attorney's Office, Attn: Ruth Falcon 2220 Tulare Street Suite 1000 Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

COMING ON COUNTY PROPERTY TO DO WORK: Contractor agrees to provide maintain and furnish proof of Comprehensive General Liability Insurance with limits of not less than \$500,000 per occurrence.

INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

**AMENDMENTS:** This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement supersedes any and all terms set forth in Contractor's invoice. This Agreement may be amended only by written addendum signed by both parties.

**INCONSISTENCIES:** In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Attachment "A", County's Request for Quotation No. 18-012 and the Contractor's Quote in response thereto); (2) Attachment "A"; (3) the County's Request for Quotation No. 18-012 and (4) the Contractor's quotation made in response to County's Request for Quotation No. 18-012.

**GOVERNING LAWS:** This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

Please acknowledge your acceptance by returning **all pages** of the signed original of this Agreement to my office, retaining a copy for your files.

Please refer any inquiries in this matter to Debbie Scharnick, Purchasing Technician II, at (559) 600-7111 or [dscharnick@co.fresno.ca.us](mailto:dscharnick@co.fresno.ca.us)

**FOR THE COUNTY OF FRESNO**

**Gary E. Cornuelle**

Digitally signed by Gary E.  
Cornuelle  
Date: 2017.12.21 08:26:45 -08'00'

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Gary E. Cornuelle  
Purchasing Manager  
4525 East Hamilton Avenue  
Fresno, CA 93702-4599

GEC:DS:YJ

**CONTRACTOR TO COMPLETE:**

Company: ViaTRON Systems, Inc.

Type of Entity:

☐ Individual

☐ Sole Proprietorship

☒ Corporation

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ General Partnership

Albert Fader Vice President

1/30/2018

Print Name and Title

Date

Albert Fader

Digitally signed by Albert Fader  
DN: cn=Albert Fader, o=ViaTRON Systems, Inc., ou=Information Technology, email=albert@viatron.com, c=US  
Date: 2018.01.30 13:49:35 -0800

Signature:

Print Name and Title

Date

Signature:

18233 South Hoover Street

Gardena

Ca 90248

Address

City

State Zip

310-756-0594

310-756-0609

albert@viatron.com

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

**ACCOUNTING USE ONLY**

ORG No.: 2860

Account No.: 7295

Requisition No.: 8601800087

(01/2016)

**ATTACHMENT "A"**

All Quotes shall include all costs for:

Pickup, any necessary preparation of boxes for shipping, scanning, indexing, quality control and delivery of data.

Description	Estimated Quantity	Unit	Unit Price	Extended Price
8.5 x 11	2,324,070	Per page	\$0.032	\$74,370.24
11 x 17	174,930	Per page	\$0.032	\$5,597.76
Document Destruction	952	Per Box	\$1.000	\$952.00
All other sized, fragile, confidential, and/or Pocket folders	199,920	Per page	\$0.032	\$6,397.44
TOTAL COST				\$87,317.44

**Contractor's Response to  
County of Fresno  
Request for Quotation  
No. 18-012**

# COUNTY OF FRESNO



## REQUEST FOR QUOTATION

NUMBER: 18-012

## DOCUMENT SCANNING AND INDEXING

**Issue Date: October 9, 2017**

**Closing Date: OCTOBER 30, 2017 AT 2:00 P.M.**

All Questions and Quotations must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

### BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFQ.  
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of \_\_\_\_\_ % \_\_\_\_\_ days will apply. County does not accept terms less than 15 days.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

( )

TELEPHONE NUMBER

( )

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE

PRINT NAME

TITLE

Purchasing Use: DS:st

ORG/Requisition: 2860 / 8601800087

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## **KEY DATES**

**RFQ Issue Date:**

**October 9, 2017**

County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Written Questions for RFQ Due:**

**October 16, 2017 at 2:00 P.M.**

Questions must be submitted on the Bid Page at Public Purchase.

**RFQ Closing Date:**

**October 30, 2017 at 2:00 P.M.**

Quotations must be electronically submitted on the Bid Page.

## **OVERVIEW**

Provide services to convert District Attorney paper case files into an electronic format by scanning and indexing files.

## BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

## GENERAL REQUIREMENTS & CONDITIONS

### LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

**PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise Preference do not apply to this Request for Quotation.

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by October 16, 2017, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at (559) 600-7110.

**NOTE:** Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

**AWARD:** Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**CODES AND REGULATIONS:** All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

### TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

**SPECIFICATIONS AND EQUALS:** Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

**LITERATURE:** Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

**GUARANTEE AGAINST DEFECTS:** All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

**SAMPLES:** On request, samples of the products on which you are bidding shall be made available to the County. County will designate where samples are to be delivered.

Successful bidder's samples may be retained for checking against delivery, in which case allowance will be made to vendor.

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

**VENDOR ASSISTANCE:** Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**BIDDERS' LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**PRICES:** Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**HIPAA:** All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than

those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

**INVOICING:** All invoices are to be delivered in duplicate to DA-Public Administrator's Office, 2220 Tulare Street, Suite 1000, Fresno, CA 93721. Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

**PAYMENT:** County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month.

**CONTRACT TERM:** **It is County's intent to contract with the successful bidder for a maximum term of twenty-four (24) months.**

**RENEWAL:** Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

**QUANTITIES:** Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

**ORDERING:** Orders will be placed as required by County of Fresno District Attorney – Public Administrator.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**MATERIALS TO BE NEW:** All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

**RECYCLED PRODUCTS/MATERIALS:** Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

**DAMAGE TO EXISTING WORK:** Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

**CLEAN UP:** The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

**COORDINATE WORK WITH OWNER:** Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

**INSPECTION:** All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

**SUPERVISION:** The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

**STANDARD OF PERFORMANCE:** All work shall be performed in a good and workmanlike manner.

**BONDS:**

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond.

**BONDS:** The successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Materials Bond in an amount equal to one hundred percent (100%) of the contract price.

**BONDING COMPANY:** The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

**COORDINATION AND COMPLETION:** The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

**GUARANTEE:** The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**DEFAULT:** In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**ASSURANCES:** Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**OBLIGATIONS OF CONTRACTOR:** Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United

States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**TIE BIDS:** With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

**DATA SECURITY:** Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

**AUDITS AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

**BIDDER TO COMPLETE:**

**GUARANTEED PICK UP AND/OR DELIVERY:** Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of days from receipt of order to delivery):

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**SERVICE LOCATION:**

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

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**STATE PURCHASE ORDER MAILING ADDRESS:**

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**MINIMUM ORDER:** Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

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**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

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**PUBLIC CONTRACT CODE SECTION 7028.15:**

Where the State of California requires a Contractor's License, it is a misdemeanor for any person to submit a bid unless specifically exempted.

## INSURANCE REQUIREMENTS

**INSURANCE:** Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, District Attorney – Public Administrator's Office, Attn: Ruth Falcon, 2220 Tulare Street, Suite 1000, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**BIDDER TO COMPLETE THE FOLLOWING:****PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature)

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Title

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.**

Firm: \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.***

## **SCANNING & INDEXING SERVICES DESCRIPTION/SPECIFICATIONS**

The District Attorney-Public Administrator's Office (DA), on behalf of the County of Fresno, is soliciting bids under which the successful bidder will provide all labor, materials, taxes, insurance, guarantees, etc. as necessary to perform document scanning and indexing services that will convert paper DA case files into an electronic format.

Nine hundred fifty-two (952), 12" x 10" x 15" size boxes holding approximately two million four hundred ninety-nine thousand, (2,499,000) sheets of paper will need to be scanned.

This project should be completed within 120 days or as soon as possible.

Performance of all work must be at a facility within California.

Any subcontractors or third party vendors who may be used in any aspect of this process must be pre-approved by the District Attorney's office prior to the award of any bid.

All subcontractors and third parties will be subject to the CLETS requirements.

### **CLETS Requirements:**

- The District Attorney-Public Administrator's Office must follow requirements set by the California Law Enforcement Telecommunication System (CLETS) as administered by the Department of Justice. Any non-employee that enters our offices or handles our case files will be subject to live scanning/fingerprinting and must undergo training and testing on criminal history and confidentiality. As a part of this process, the successful bidder and its employees will need to sign the following documents:
  - CLETS private contractor management control agreement (to be signed by the District Attorney and the vendor's company), FBI CJIS Security Addendum (to be signed by the vendor and their company representative),
  - Employee-Volunteer Statement Form (to be signed by the vendor's employees after they have received security awareness training).
  - Each of these forms are attached for review. The forms reference policies and procedures that the bidder should be familiar with before submitting a bid for these services. This information is also attached for review (FBI CJIS Security Policy, CLETS policies, practices, and procedures, and NCIC 2000 Operating Manual).

### **DA Records Imaging Services:**

- Vendor will provide a scanning and imaging process with the resulting images to be sent to the DA for import into a document repository.
- All images shall include the associated indexing metadata for import and retrieval purposes.
  - Vendor will pick up the loaded, labeled and indexed boxes from the DA's storage located at the following locations:
    - 3127 N. Millbrook, Fresno, CA 93703
    - 2220 Tulare Street, Fresno CA 93721
- Vendor will prepare the documents for scanning by removing staples and other binding, inspecting and repairing damaged pages as needed.
- Performance of the work will be at the facility of the successful Vendor and within California.
- Vendor will store and maintain files within a secure storage space.

- Vendor must provide proof of safeguards preventing accidental damage to the documents, including but not limited to theft, fire or water damage.

The hard copy documents do not need to be returned to the District Attorney's Office and can be destroyed after the DA has reviewed the scanned documents for quality control purposes per protocol. A certificate of destruction must be presented to the District Attorney's Office for all documents destroyed.

- Each case (record) will be saved as one or more PDF/A document(s).
- The PDF/A(s) will be named according to the file naming protocol in the *Imaging Specifications* section within this RFQ.
- Vendor shall maintain a strict documented chain of custody and a thorough audit trail.
- All processed scanned images shall be returned within 30 days of pick up. The preferred method of delivery is through an encrypted external hard drive(s).

**Description of Documents to be Scanned:**

The DA files consist of several different types of documents for scanning. The majority of the documents contain multiple pages and are single-sided. Some documents are double-sided and some contain a mixture of both single-sided and double-sided pages. Other documents include pages with fold-outs as large as double letter (11" x 17").

Below are some common examples:

- Letter size documents (this represents the majority of the contents of the files)
- Legal size documents
- Ledger size documents
- Post-it notes
- Attorneys' notes on varying sizes of paper
- Tabbed paper exhibits
- Photo exhibits
- Letters received with attached envelopes
- Spiral Bound or otherwise bound transcripts, briefs, etc.
- Pocket file folders containing printing on the front and/or back, on the inside and/or outside
- File folders with stamped or written information on the outside and inside covers
- Fragile documents

**Imaging Specifications:**

- Documents are to be scanned from front to back as presented in the file folder.
- Each batch scanned must have a batch identifier (identifier provided by the DA).
- Vendor must provide images in PDF/A standard format.
- Scan at a minimum of 300 dpi.
- Size of each PDF/A file shall not exceed 500MB.
- Each document must be scanned using OCR (Optical Character Recognition)
- Each individual file created of imaged documents must contain the following identifier in the file name.
  - Case number (13-digits, e.g. 2015-00-0020702, to be taken from case label on outside of file folder)
  - If multiple PDF/A files for the same case, use -1, -2, -3, etc. to name consecutive files for the same case.

- Duplex scan to capture both front and back of document where needed.
- Color images must be viewable quality so that detail in the image is captured.
- Size of image must be relative to the original (measuring horizontally and vertically)
- Images must be correctly oriented for viewing, (no skewing or inverting).
- Text must be legible up to the edge of the document.
- Borders shall not be cropped.
- There shall be no missing portion of the edge of the image.
- Contrast ratio between the text and the background must be high
- Contrast on grey scale images should represent the original image
- All documents should be of adequate brightness
- There shall be no color dropout
- There shall be no poor thresholding (dropped low contrast features, dark background obscuring foreground)
- No character dropout, (a missing character)
- No missing lines
- Image must be devoid of speckles or noise in the background of the image
- No repeated scan lines on successive images
- No repeated pixel on successive images
- There shall be no poor focus (small characters or features must be legible)
- All blank pages shall be removed.
- 10% of the images will be spot checked for image quality and readability, prior to delivery to the DA for review
- DA files may contain either typed or handwritten indexing information. Each file will be indexed by the successful Vendor for quick retrieval using the index information provided. Index metadata must be included with each file. Data to be captured in the metadata includes the following core index fields:
  - Case number (13-digits, e.g. 2015-00-0020702, to be taken from case label on outside of file folder).
  - Defendant name

**Processing Specifications:**

- Fragile or other type documents that require special handling shall be processed in the safest manner to protect the integrity of the original document and ensure the electronic format is easily legible. This may include photocopying the original fragile document and scanning the photocopied version of the document when necessary.
- Optical Character Recognition (OCR) of text process must be performed on 100 % of the files scanned.
- Post-It notes shall be positioned in a manner so as not to obscure the document text or taped to an 8 ½" x 11" sized piece of paper prior to scanning.
- The DA's office will create the index of the case number and box number.
- All physical media like, CDs/DVDs or Flash drives will be removed prior to the vendor pickup.
- Original documents are not to be destroyed until scanned images are fully accepted by DA's office

- The encrypted external hard drive(s) with scanned images are to be certified as virus and malware free, prior to return delivery
- Hard drive connection interface is to be USB-2 or USB-3. If other please specify
- Encryption key to be provided separately from the returned drives
- List the name(s) of the Courier(s) and tracking method that will be used for the returned drives
- Provide an estimated file size of all scanned images
- The images must meet "Legal Admissibility" in compliance with State and Federal laws

**QUOTATION SCHEDULE**

All Quotes shall include all costs for:

Pickup, any necessary preparation of boxes for shipping, scanning, indexing, quality control and delivery of data.

Description	Estimated Quantity	Unit	Unit Price	Extended Price
8.5 x 11	2,324,070	Per page	\$	\$
11 x 17	174,930	Per page	\$	\$
Document Destruction	952	Per Box	\$	\$
All other sized, fragile, confidential, and/or Pocket folders	199,920	Per page	\$	\$

TOTAL COST \$ \_\_\_\_\_

**COMPLY/NOT COMPLY****BIDDER TO COMPLETE THE FOLLOWING:****COMPLY/  
NOT COMPLY**

Optical Character Recognition will be performed on 100% of all files scanned

Vendor will provide a certificate of destruction for all documents destroyed

Vendor will provide an audit trail of the document chain of custody to the DA's Office

All scanned data shall be returned to the DA's Office within thirty (30) days of receipt

Scanned images will be in PDF/A standard format

Images will be scanned with a minimum of 300 dpi

PDF/A file size shall not exceed 500MB

Vendor will guarantee all images scanned will meet or exceed each and every image specification set forth within this RFQ

Vendor has the capability of scanning unique sized documents to meet the minimum image results specifications listed within this RFQ

Vendor can meet or surpass all State and Federal legal requirements and laws that apply to the handling of confidential records, documents and images

Vendor will provide Quality Control equal to not less than medium industry standards

Vendor can provide a secured scanning and prep area 24/7 that prohibits the use of any type of recording devices, such as, but not limited to: cameras and cell phones

Vendor will provide proof of safeguards against accidental damage to documents

Does the bidder anticipate or have any intension of using a third party or subcontractor for any aspect of this RFQ?

Compliance may be subject to verification by the District Attorney's Office.

## CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

*Check off each of the following:*

1. ☐ The Request for Quotation (RFQ) has been signed and completed.
2. ☐ Addenda, if any, have been signed and included in the bid package.
3. ☐ The completed *Reference List* as provided with this RFQ.
4. ☐ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. ☐ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. ☐ The *Participation* page as provided within this RFQ has been signed and included
7. ☐ *Bidder to Complete* page as provided with this RFQ.
8. ☐ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
9. ☐ Return checklist with RFQ response.
10. ☐ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

## **ATTACHMENTS**

- A. Federal Bureau of Investigation Criminal Justice Information Services Security Addendum
- B. CLETS Private Contractor Management Control Agreement
- C. Employee/Volunteer Statement Form



**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

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**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative



## CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

\_\_\_\_\_  
(Public law enforcement/criminal justice agency)

\_\_\_\_\_  
(ORI)

to

\_\_\_\_\_  
(Private Contractor)

to perform

\_\_\_\_\_  
(Type of service)

services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.



## **CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT**

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Signature (CLETS Subscribing Agency Head)

\_\_\_\_\_  
Signature (Private Contractor Agency Head)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## EMPLOYEE/VOLUNTEER STATEMENT FORM

USE OF CLETS CRIMINAL JUSTICE INFORMATION AND  
DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION

As an employee/volunteer of Fresno County District Attorney's Office, you may have access to confidential criminal records, Department of Motor Vehicle records, or other criminal justice information, much of which is controlled by statute. All access to California Law Enforcement Telecommunications System (CLETS) related information is based on the "need to Know". Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or CLETS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Section 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public record and CLETS information. California Vehicle Code Section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicle record information.

**Penal Code Sections 11142 and 13303 state:**

*"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record of information is guilty of a misdemeanor. "*

Any employee/volunteer who is responsible for CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

**I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL CLETS ACCESSIBLE INFORMATION.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_