



Lou Ann Texeira
Executive Officer

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Special District Member

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August 11, 2019
Agenda Item 9

August 11, 2010 (Agenda)

Contra Costa Local Agency Formation Commission
651 Pine Street, Sixth Floor
Martinez, CA 94553

Award Service Contract – Electronic Document Management System

Dear Commissioners:

RECOMMENDATION

Authorize LAFCO staff to execute a consulting service agreement with Incrementum (Attachment 1) for the purchase and implementation of a document imaging and document management system for an amount not to exceed \$33,000.

DISCUSSION

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 authorizes LAFCOs to establish policies and procedures with respect to maintaining records. This includes designing and implementing a document management system to organize the storing and destruction of records consistent with statutory standards for government agencies.

On July 14, 2010, the Commission adopted its own document retention and destruction policy which provides timeframes for maintaining original documents and records, and for reproductions (i.e., photographic and electronic copies).

Contra Costa LAFCO’s current document management system consists, for the most part, of perpetually retaining records in their original paper form. LAFCO maintains all of its documents, which range from “records of proceedings” (e.g., LAFCO application, petition or other initiating documents, statement of property valuation; statement of tax rate area assignment; indemnification and agreements to pay, Certificates of Filing and Completion, copies of public hearing notice, resolutions, etc.) to employee records, in file cabinets located in its administrative office. In the past year, LAFCO staff has produced electronic copies of many of its records of proceedings in anticipation of implementing an electronic document imaging system.

Through the CALAFCO network, LAFCO staff researched electronic document imaging firms, obtained quotes and held a scoping meeting. Based on scope of services, implementation and ongoing maintenance costs, experience and references, staff believes that Incrementum is the most qualified firm to design and implement LAFCO's new electronic document management system.

Incrementum has submitted a comprehensive proposal that will provide LAFCO with the ability to capture (import and export), index, search, retrieve, and distribute documents using Laserfiche software. Also, Incrementum's proposal is unique in that it includes a module to copy and transfer stored documents to compact discs with integrated search and viewing capabilities enabling access on computers without requiring Laserfiche software. Additionally, Incrementum's proposed cost is reasonable given its extended scope of services.

FINANCING

The total cost associated with the purchase and implementation of the document imaging and document management system is approximately \$33,000. The FY 2010-11 budget includes \$41,000 for costs associated with the system purchase/implementation plus first year system maintenance costs.

Sincerely,

LOU ANN TEXEIRA
EXECUTIVE OFFICER

KATE SIBLEY
EXECUTIVE ASSISTANT/LAFCO CLERK

Attachment 1 – Consulting Service Agreement

Attachment 2 – Statements of Qualifications

c: Hedy Aref, Incrementum
Bob Campbell, Contra Costa County Auditor

**Agreement for
Electronic Document Management Solution
(Software, Support, Professional Services, Scanner)
Scanning, Indexing and Digital Duplication Services**

THIS Agreement is made and entered into on August 11, 2010, (“Effective Date”), by and between Incrementum (“Provider”), a California corporation, and Contra Costa LAFCO (“Purchaser”), a government agency formed under Government Code section 56000 et seq., collectively referred to herein as “the Parties.”

RECITALS

- A. The Purchaser desires to acquire electronic document management software, hardware, professional services, and outsource its back file conversion to a company having special skill and knowledge in the field of document imaging and document management, and related services.
- B. Provider is a software and hardware reseller, systems integrator, and scanning bureau offering document imaging and document management solutions and services.
- C. Purchaser desires to obtain an electronic document management solution, document scanning, indexing and digital duplication services from Provider.
- D. Provider represents that Provider is able and willing to provide such products and services to the Purchaser.
- E. In undertaking the performance of this Agreement, Provider represents that it is knowledgeable in its field and that any services performed by Provider under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional service provider in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES.

Provider shall provide products and perform services as set forth in the following exhibits attached hereto and incorporated herein by reference:

Exhibit A	Laserfiche Avante Configuration, Professional Services, Fujitsu Scanner
Exhibit B	Scanning, Indexing, and Digital Duplication Services

Provider shall provide the equipment and each professional service described in Exhibits A and B no later than 14 days following written request from the Purchaser’s Executive Officer to do so, or at such other date agreed to in writing between the Purchaser’s Executive Officer and Incrementum’s representative. The written exchange may occur by email to the following addresses:

Provider: haref@incrementum.us.com
Purchaser: LTexe@lafco.cccounty.us

2. COMPENSATION

- A. The total compensation to be paid under this contract may not exceed \$33,000 (including sales tax at 9.25%).
- B. Purchaser will pay Provider the sum of \$15,167 within 10 days following the Effective Date of this agreement.
- C. Purchaser will pay Provider the sum of \$15,167, following the satisfactory delivery of all products and the satisfactory completion of all services described in Exhibits A and B.
- D. Purchaser will pay Provider the sum of \$1,200 upon the completion of the Refresher Training described in Exhibit A.
- E. Provider may apply to Purchaser's Executive Officer for up to \$1,350 to compensate Provider for unanticipated costs associated with the conversion of double-sided documents. Upon satisfactory proof of the unanticipated costs to the Purchaser's Executive Officer, Purchaser will pay up to \$1,350 of said costs upon satisfactory completion of the services described in Exhibit B.

3. TERM.

The term of this Agreement is 12 months from the Effective Date of this agreement.

4. TERMINATION.

- A. Purchaser has the right to terminate this Agreement upon Provider's breach of any term or condition of this Agreement.
- B. If Provider ceases performing services under this Agreement or otherwise abandons the project before delivering all of the products and completing all of the services described in this Agreement, such action shall be deemed a material breach of this Agreement and grounds for termination.
- C. If Purchaser delivers to Provider a notice of termination of this Agreement, Provider shall, without delay, deliver to Purchaser all materials and records prepared or obtained in the performance of this Agreement.
- D. Upon termination, Provider's compensation will be limited to the reasonable value of the services performed up to the time of termination, less a deduction for any damages or additional expenses which Purchaser incurs as a result of Provider's breach of the Agreement. Upon termination of this Agreement, Provider shall immediately refund to Purchaser the amount of advance compensation received by Provider that exceeds the reasonable value of services rendered.

5. NON-DISCLOSURE.

Purchaser may grant access to Provider to Purchaser's information and documents. Provider agrees to treat all knowledge of Purchaser's information confidential and used only for the purposes for which Purchaser granted access to Provider. Rules of engagement and services rendered shall be performed as set forth in the following exhibit attached hereto and incorporated herein by reference:

Exhibit C Custody Clause

6. AUTHORITY TO CONTRACT.

By executing this Agreement, each party represents that it has read and understands each term and condition hereof, and agrees to the same. If signed on the behalf of a business organization, the signatory party represents that he / she has authority to enter into this Agreement on behalf of the party.

7. ASSIGNMENT.

This Agreement shall be binding upon the parties and their respective successors and assigns. Purchaser shall have no right to assign or delegate this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, except upon Provider's prior written permission. Provider shall have no right to assign or delegate this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, except upon Purchaser's prior written permission.

8. LAW GOVERNING AGREEMENT.

This Agreement and the rights and obligations of the parties under it shall be governed by and construed in accordance with the laws of the State of California. Venue for all suits and arbitration proceedings shall be in the County of Contra Costa.

9. NOTICES.

All notices required or allowed under this Agreement shall be in writing and shall be delivered in person or mailed to each respective party at the addresses below. The effective date of such notice to be when received, if personally delivered, or three business days after mailing. Either party may change the address to which notice is to be given by giving written notice of change of address.

10. ENTIRETY OF AGREEMENT; MODIFICATION; WAIVER SEVERABILITY.

This Agreement constitutes the entire Agreement between the parties and may be modified only by a written instrument executed by duly authorized representatives

of both parties. Neither party shall be bound by any oral agreement or representation. No waiver of any provision of this Agreement or any rights or obligations of either party shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance. If any term or condition of this Agreement, or application thereof to any person or circumstances, is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid terms, conditions, or applications.

11. INSURANCE AND INDEMNIFICATION.

- A. Insurance. During the entire term of this Agreement and any extension or modification thereof, Provider shall comply with the following insurance requirements:
 - (1) Liability Insurance. Provider shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death due to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Provider shall cause the insurance to be endorsed to include Purchaser and its officer and employees as additional insured as to all services performed by Provider under this Agreement. Said policies constitute primary insurance as to Purchaser and its officers, agents, and employees.
 - (2) Workers Compensation. Provider shall provide workers' compensation insurance for its employees with statutory limits as required by the Labor Code of the State of California.
- B. Indemnity. Provider shall defend, indemnify and save harmless Purchaser, its officers, agents and employees from Provider's share of any and all claims, costs, and liability for any damage, injury, or death of or to any person or the property of any person, including attorneys fees arising out of the willful misconduct, or the negligent acts, and errors or omissions of the Provider, its officers or employees in the performance of this Agreement. This indemnification clause shall survive the termination or expiration of this Agreement.

Provider:

Incrementum
3272 Motor Avenue, Unit D
Los Angeles, CA 90034

Purchaser:

Contra Costa LAFCO
651 Pine Street, Sixth Floor
Martinez, CA 94553

PROVIDER

Signature A

Signature B

INCREMENTUM

(Type of business entity)

By _____
(Signature of individual or officer)

By _____
(Signature of individual or officer)

(Print name and title, if applicable)

(Print name and title, if applicable)

Note to Provider: For corporations, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code section 1190 and Corporations Code section 313). The acknowledgement below must be signed by a Notary Public.

ACKNOWLEDGMENT

State of California

County of _____

On _____, before me, _____, Notary Public, personally appeared _____ (insert name(s) and title(s) of the officer(s) signing on behalf of the Provider), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature

(Notary's Seal)

PURCHASER

CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION

By _____
Executive Officer

Exhibit A

Software Price:

Laserfiche Avante

<u>Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Amount</u>
1	MSE10 -Laserfiche Avante Server for SQL Express with Workflow	\$1,500.00	\$1,500.00
1	Avante Server Software Assurance Plan	\$300.00	\$300.00
2	MNF05- Named Full User (E-Mail and Snapshot)	\$500.00	\$1,000.00
2	Named Full User Software Assurance Plan	\$100.00	\$200.00
1	MCS01-Laserfiche ScanConnect	\$165.00	\$165.00
1	ScanConnect Software Assurance Plan	\$ 33.00	\$ 33.00
1	97840 – Laserfiche Plus Plug-in	\$3,795.00	\$3,795.00
1	Plus Plug-in Software Assurance Plan	\$1,590.00	\$1,590.00
One-time Product Licensing Sub-total:			\$6,460.00
Laserfiche Software Assurance Plan: (Recurring Annual Maintenance)			\$2,123.00
Total (without tax):			\$8,583.00
Sales tax (9.25%):			\$793.93
Laserfiche Software and Assurance Plan Grand Total:			\$9,376.93

Professional Services:

<u>Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1 Day	Implementation Consulting, Filing and Folder Set-up, Template Design	\$1,200.00	\$1,200.00
1/2 Day	Software Installation and Testing, Scanner Installation	\$600.00	\$600.00
1 Day	End-user Training (on-site)	\$1,500.00	\$1,500.00
1/2 Day	System Administration Training	<u>\$600.00</u>	<u>\$600.00</u>
Total:			\$3,900.00

Discounted Refresher User Training (One Day – Onsite): \$1,200.00

Exhibit A (Cont'd)



Fujitsu fi-5530C2 Sheet-Fed Scanner:

Fi-5530C2 Price: \$2,571.00 + \$238.00 (9.25% sales tax) + \$30.00 (shipping) = \$2,839.00
+ 9-month Advance Exchange service uplift: \$670.00 + \$61.98 (9.25% sales tax) = **\$ 731.98**
TOTAL: \$3,570.98

- **Output resolution:** Up to 600 dpi
- **Speed:** Captures up to 35/70 IPM in Portrait mode, 50 pages per minute (landscape, 200 dpi) in color, monochrome and grayscale
- **Paper Size:** Min ADF: 2.1" x 2.9" - Max ADF: 11.7" x 17"
- **Paper Input:** Up to 100 sheets
- **Duty Cycle:** Up to 4,000 pages per day
- **Interfaces:** Ultra SCSI 50-pin & USB 2.0
- 90 Day on-site limited warranty, 9 month depot

Proposed Schedule

- **Day 1:** Implementation Consulting, Filing and Folder Set-up, Template Design
- **Day 2:** ½ day dedicated to software installation and testing as well as scanner installation and testing. ½ day dedicated to system administration training. Depending on the availability of LAFCO/County technical staff, system administration training can be conducted on the same day as installation or on a separate day.
- **Day 3:** User training (hands-on at Contra Costa LAFCO offices).
- **Day 4:** Discounted refresher user training. This session will be conducted six to eight weeks after the initial user training.

Exhibit B

Back-file Conversion / Scanning and Indexing Services:

Calculation of paper volume:

3,300 pages per lateral drawer

2,500 pages per vertical drawer

3,500 pages per 35" shelf (calculated at 100 pages per linear inch)

3,300 pages x 26 lateral drawers = 85,800 pages

2,500 pages x 2 vertical drawers = 5,000 pages

3,500 pages x 3 shelves = 10,500 pages

=====
Approx. total number: 101,300 pages

This is equivalent to approximately 41 standard Banker's Boxes worth of documents.

<u>Description</u>	<u>Unit Cost</u>
Standard, Legal Size, Ledger Size (up to and including 11" x 17") Document Preparation (disassembly, sorting, reassembly) Scanning, Image Quality Control, Indexing	11 cents/page*
Large format documents (maps & blueprints) Document Preparation, Scanning, Image Quality Control, Indexing	\$1.30 / page*

Page is defined as one image. A double-sided document would be counted as two pages as it has two images.

Folder structure, template design, and indexing scheme are included in the above price and will be synchronized with the structure and design of the live system LAFCO is implementing. The folder structure, digital documents and template information will be delivered to LAFCO on CD-R or DVD-R (depending on preference).

CD Creation:

First Copy: \$50.00 per CD (search engine published on each individual CD for disaster recovery)

Second Copy or more: \$25.00 per CD (search engine published on each individual CD for disaster recovery)

DVD Creation:

First Copy: \$75.00 per DVD (search engine published on each individual DVD for disaster recovery)

Second Copy or more: \$25.00 per DVD (search engine published on each individual DVD for disaster recovery)

Exhibit B (cont'd)

Minimum number of filing cabinets' worth of documents transported per trip: five standard 4-drawer filing cabinets or 20 Bankers' Boxes - approximately 50,000 pages.

Approximate Total Cost for Back File Conversion Services (w/o tax): \$12,343.00*

*Cost calculation based on single-sided pages up to and including 11" x 17" pages. Cost calculation does not include large format documents. Final count of pages determined upon completion of project.

Proposed Schedule for Backfile Conversion:

Phase 1: (Week 1 – Week 6) 21 Banker's Boxes worth of documents. Pick-up of documents, document preparation, scanning, image quality control, indexing, publishing, delivery of documents and DVD-R's of imaged documents, mounting of imaged documents on the system (upon LAFCO's request).

Phase 2: (Week 6 – Week 12) 20 Banker's Boxes worth of documents. Pick up of documents, document preparation, scanning, image quality control, indexing, publishing, delivery of documents and DVD-R's of imaged documents, mounting of imaged documents on the system (upon LFACO's request).

Summary of Costs (Exhibits A & B):

Software: \$8,583.00 + \$793.93 (sales tax @9.25%) = **\$9,376.93**

Hardware (scanner): \$2,571.00 + \$238.00 (sales tax @ 9.25%) + \$30.00 (shipping) + scanner service uplift \$670.00 + \$61.98 (sales tax @ 9.25%) = **\$3,570.98**

Professional Services (implementation consulting, installation, training) = **\$5,100.00**

Back File Conversion of Archives: \$12,343.00 + \$1,141.73 (sales tax @ 9.25%) = **\$13,484.73**

Exhibit C
(Custody Clause)

Two copies of the following form must be filled-out and signed every time Incrementum takes delivery of documents from Contra Costa LAFCO:

The following items were released to _____ of Incrementum:

No. of Items	Description
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These items have been transmitted to Incrementum for scanning, indexing, and copying onto CD-R/DVD-R. Upon completion, these items will be returned to Contra Costa LAFCO. Incrementum will not publish, transmit, disclose, or discuss the data or any findings, conclusions, or recommendations, based on this data, without obtaining the consent of Contra Costa LAFCO.

Incrementum will not disclose the data to other entities and will only use the information/documents for the purpose of scanning, indexing, and copying onto CD-R/DVD-R.

Incrementum

Contra Costa LAFCO

Printed Name

Printed Name

Signature

Signature

Date

Date

Firm Description and Summary of Qualifications

Incrementum is a provider of document imaging and document management solutions. As an authorized integrator for the Laserfiche suite of products, our goal is to help organizations run more efficiently and become more environmentally friendly. We achieve this by reducing dependence on paper-based processes and conventional filing systems. A solution for greater efficiency entails an intersection of people, processes, and systems. Each component is critical for the success of the implementation. As a consulting integrator for document management projects, Incrementum's approach will ensure long-term success and vision, with short-term return on efficiency, and feasibility.

An associate member of CALAFCO, CSDA (California Special Districts Association), and the APWA (American Public Works Association), Incrementum has been a contributor of articles to "The Sphere" – journal of CALAFCO, "California Special District" – publication of CSDA, and "Insight"- publication of APWA Southern California Chapter. Topics have included business continuity planning and management of records as well as sustainability through electronic document management.

As the host and presenter of the Electronic Document Management Workshop Series through CSDA, Incrementum interacts with several special districts throughout the course of the year – understanding their challenges with paper-based filing systems and their needs to transition to a digital environment for greater efficiency and improved service delivery.

Incrementum also partners with the American Red Cross and co-presents the session titled: "Business As Usual – Even After a Disaster".

Incrementum's staff and resources come from years of experience and credibility in the world of technology and electronic document management. Incrementum provides document imaging and document management products and services to the entire state of California. Its two divisions for system implementation and scanning bureau provide the total solution for organizations looking to enhance work process efficiency and sustainability.

As a solution provider, Incrementum's project team will be communicating and working very closely with LAFCO of Contra Costa County to ensure a solid electronic document management solution addressing the short and long-term needs of the organization.

Below is Incrementum's proposed project team:

Hedy Aref, Project Manager and Trainer

Hedy is a twenty year veteran in the field of technology. Her experience in electronic document management goes back to 1998 when she started her employment with Laserfiche. Hands-on work with municipalities and other local government entities in California enabled her to fully understand the internal work processes and technological needs of local government. As a frequent speaker on the topic, Hedy has contributed greatly to educational sessions at various conferences including those conducted by CALAFCO, CSDA, IIMC (International Institute of Municipal Clerks) and CCAC (California City Clerks Association). Her expertise in the field awarded her the positions of Director of Government Services, and VP of Industry Solutions at Laserfiche. She also served as Manager of Service Sales with Fujitsu Computer Products of America – Imaging Products Group.

Lisa Durham, Technical Engineer, Helpdesk Support Specialist, and Trainer

Lisa has over nine years of experience in a myriad of areas within information technology. Her duties have ranged from desktop support to database development and system implementation. She has been a systems analyst, an expert in business process automation, and has been directly involved with installing, managing, and maintaining Laserfiche electronic document management systems since 2001.

Mojoy A. Bahri, Manager of Scanning Bureau

Mojoy has over eight years of experience in administrative management. Being responsible for all back-file conversion projects, the scanning operators and Incrementum service bureau personnel, Mojoy directly supervises all aspects of the bureau's operation. Her hands-on approach, attention to detail, and expertise in capture and image quality control sets an exceptional bar for prompt project delivery and high-quality conversion services.