

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GLOBAL EDGE HBS, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Global Edge HBS, Inc., a California corporation, doing business as eRecordsUSA, with its principal place of business located at 46520 Fremont Blvd., Ste. 602, Fremont, CA 94538 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 1, 2018.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Planning Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-9857

And to Contractor addressed as follows:

Name: eRecordsUSA
Address: 46520 Fremont Blvd., Ste. 602
Fremont, CA 94538
or by facsimile at (510) 897-6456

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. LIQUIDATED DAMAGES.

It is mutually agreed by Contractor and City that, in the event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond December 1, 2018, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of one hundred dollars (\$100) per day in liquidated damages for each and every calendar day such delay in completion of said Services continues beyond December 1, 2018. In the event that said liquidated damages are not paid, Contractor agrees that City may deduct the amount of said unpaid damages from any money due or that may become due to Contractor under this Agreement.

36. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

37. PROGRESS SCHEDULE.

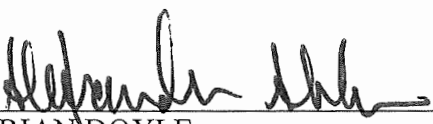
The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

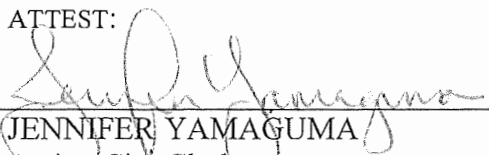
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

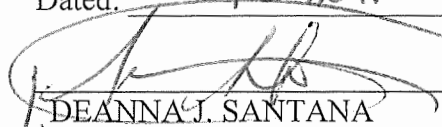
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

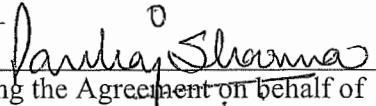

for BRIAN DOYLE
City Attorney

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

Dated: 4/25/2011

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

GLOBAL EDGE HBS, INC.
a California Corporation
doing business as eRecordsUSA

Dated: 04/02/2018
By: 
(Signature of Person executing the Agreement on behalf of Contractor)
Name: MR. PANKAJ SHARMA
Title: PRESIDENT
Local Address: 46520 FREMONT BLVD.
STE 602, FREMONT, CA 94538
Email Address: psharma@eRecordsUSA.com
Telephone: (510) 900-8800
Fax: (510) 897-6456
"CONTRACTOR"

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**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Document Scanning Services" dated 1/18/2018 which is attached to this Exhibit A.

January 18, 2018



SCOPE OF WORK

The files are requested to be scanned in Bitonal B&W and then need to be RETRUNED TO THE CUSTOMER. The client may prep the documents before handing over OR existing documents may be stapled, paper clipped or binder clipped together. The client will decide either of the option. All the documents need to be digitized into searchable PDF files per each file folder and saved as per the naming convention provided/ requested by the customers OR as available on the File folder.

1. **Document Scanning** : All documents will be scanned at their native size in duplex mode, to ensure that front and back of all documents are captured. Blank pages will be deleted, and not charged extra for. If a page has information, it will be scanned, and not deleted. All the Images will be returned as Text Searchable (OCR) PDF files, with black & white (bitonal) scans at archival recommended 300 dpi scan resolution.
2. Most of the reports and documents will be scanned in Bitonal only, but if there are some exceptions with some images being in color, we will go ahead and scan those images in color/grayscale @300 dpi. This is will be done, only for images, photos, maps, or colored report covers, for limited case only as a courtesy and on rare occasions. If the documents requiring Color/ Grayscale scanning exceed, this may require extra charges.
3. **Document Naming** : The contents in each file folder will be scanned and converted into 1 text searchable PDF files using OCR, and 1 PDF files for all the plans, and named as requested by client. We will work with the client, to ensure file naming & organization is as per the needs of the client.
4. **Sample Scan & Feedback**: At the start of project eRecordsUSA will process a small sample scans of the documents, including file naming and forward the same for client's review & feedback, to be approved by client and only after receiving a written confirmation, will the project get started . We expect the review & feedback within 24 to 48 hours of providing such access.
5. **Project Start & Completion** : We can start the project immediately **OR** per your requirements, and can meet your Turn around requirements for the whole project. It is our endeavor to complete the project on time and we will be in touch with you to provide regular updates. Any changes in the completion date will be quickly intimated, and the client will be kept informed of the same.
6. **Services Included** : Price include for document preparation for scanning, including, removing of documents from binders / folders if any, un-stapling, and removing of any clips, pin and staples, removal of book bindings, correct dog-eared corners, repair damaged areas, insert barcode /separator sheets as required, tape small documents, and move post it notes to avoid covering content.
7. **Document Integrity** : Documents will be scanned in the exact same order as received and the order of the documents in folders and all the folders in the boxes will be maintained. Except all fastening, like staples, clips, etc, which are removed while prepping. No back prepping is included in the scope of work.
8. **Document Availability** : One thing we would like to confirm, that while the files are in our care, they will always be available, within 24 to 48 hours, upon request. Once we receive a request, for a file, we will have that file processed, and forward the scanned copy to the person requesting, in a secure encrypted way. *This is a courtesy service, and provided for Urgent Scenarios and for limited basis, any excessive document requests may be charged extra for each request.*
9. **Estimated Project Completion**: We anticipate the project to be completed within **10-12 weeks** for the estimated materials, based on all the documents being sent to eRecordsUSA in 1 or 2 batches.
10. **Auditing of Scans** : All scanned images will be 100% reviewed for reading order, rotation, and blank page deletion, cropping of edge if required. The quality of scans would be with unmatched.
11. **Bound Materials** : We don't expect any bound documents, in this project, but if we do have, any bound materials, the same shall be cut at the spine to prep for scanning. Non Destructive scanning or flat bed scanning if requested will be charged extra. The project manager will quickly update the client, about such materials, and get further instructions on how to proceed.
12. **Image Review, Document Destruction or Return**: All scanned documents will be uploaded directly into Secure Cloud storage, for access, review and download. Client will have thirty (30) days to inspect document images and report any concerns to eRecordsUSA. Upon notification, of any concerns, eRecordsUSA will rescan the images in question, and provide updated images/scans, prior to the end of the review period. Client may upon final review authorize destruction of documents boxes or request return of boxes to be delivered back to the client. In the case client does not authorize destruction or return, eRecordsUSA will retain the documents and charge \$2.00 per box for each additional months of physical storage.
13. **Overage Charges** : During document scanning process, additional charges may apply for items such as Wide format / large documents, drawings, any document that require manual glass hand placements on scanner, such as thick cardboard, samples, CD/ USB, file folder covers etc. Extra charges may apply for any box requiring color scanning, bookmarks or document splits/ excessive file naming beyond estimated.
14. **Constant Communication** : We believe staying connected with our clients, during the scanning project helps us in achieving better overall satisfaction. So our project manager will be in constant contact with the client, to request information & clarifications, with production updates, and quick intimation of any issues, or concerns, and any overages if any etc or just to say hello !

GENERAL PROCESS GUIDELINES - DOCUMENT SCANNING /IMAGING PROCESS

Document Scanning Requirements: In this stage, your organization's project requirements are defined. These requirements become the basis of the tailored solution we will develop to convert your files into Digital Assets. In addition, as a courtesy service, we schedule a time to process a set of sample documents for your review and feedback.

Document Pick up & Receipts: All pickups are made in secure locked, business vehicles and always by permanent employees; we never utilize any other third party shipping company. On arriving at the facility, all boxes are received, in a secure and dry receiving area, and handled at all times by authorized representative. Boxes are accounted for, checked for any damage during the transit, and it is ensured that every box is completely secure.

Documents Received: In this stage, we receive the project files and perform an inventory process to log and label these materials/boxes. These processes allow us to *quickly retrieve any materials you may need while your files are in our care*. Our goal is to serve your information access needs, minimizing the impact of this project on your ongoing operation/business.

Document Preparation: In this stage, your files are prepared for scanning. The document preparation processes we utilize ensure that the natural order of each file is maintained and that the files are prepared to enable the best possible scanning results. The document preparation team focuses on general project requirements (such as removal of staples, paper clips, binding removal, and document repair & page orientation), as well as repair any damaged areas, and specific project requirements (such as special handling of Post-It Notes, color images and media). All this is done to ensure the document is scanner ready. This task is the most vital part of the whole process, and our staff works carefully to maintain the integrity of the documents throughout the preparation process.

Project Set-Up: In this stage, we tailor the Project Set-up technical requirements based on the specific requirements. These requirements define the tailored processes and quality procedures we utilize to conduct each stage of your organization's imaging project.

File Conversion: In this stage, your files are scanned. The scanning team focuses on general project requirements (such as image settings, file format, page size and paper thickness), and specific project requirements (such as special processing of odd-size pages, color images and double-sided pages). The Scanning Services Quality Lead performs 100 % review of the scanned files, to ensure that all imaging requirements are met. During the scanning process, the primary concern of the scanning operators is to ensure and maintain the integrity of the documents. While scanning, we always ensure there is an operator on each scanner, all the times, to quickly be able to make adjustments when needed.

Post-Conversion Services: In this stage, the files are converted into the required file format and processed utilizing the required image enhancement. If defined as a project requirement, Optical Character Recognition (OCR) is performed to enable word level search and retrieval. In this task, each letter in an image is processed.

File Naming, Coding & Quality Review: In this stage, the files are named, indexed and coded to enable search and retrieval and, if OCR was performed, a secure word level search within and across the digital files. To achieve the highest quality coding results, we focus on naming and coding accuracy and validation.

Project Deliverable & Quality Review: In this stage, your organization's digital files are stored on a secure FTP or hosted solution and a Project Status Report is prepared. We pride ourselves on our ability to provide the best possible deliverable in the time required, and have designed each stage in the conversion process with a focus on quality. As detailed in the description of the stages above, we take every measure to ensure consistency and quality.

Deliverable Sent / Files Returned or Recycled: In this stage, your digital documents are shipped and the files Returned, Recycled or Certified Destroyed as per your requirements. Once you receive and review the digital files, upon request we initiate our electronic file destruction procedures, which permanently delete your files from our systems.

Document Retrieval Services: To insure that the documents and file are always assessable to our customers though out the image conversion project, we dedicate an operation supervisor and a customer service representative, for any file/ document retrieval request that are made during regular business hours (8.00 am to 5.00 pm Monday through Friday). Requests will be delivered to authorized employees via secure password protected PDF files or though secure encrypted file sharing systems only.

SECURITY & CONFIDENTIALITY

We are very proud of our security record and our staff works diligently to maintain the highest levels of security. Some security highlights are as follows:

- Secure Discreet facility based in Fremont, California, San Francisco Bay Area.
- High Volume, Production Scanners with AMC's with original equipment manufacturers.
- Strict guidelines for handling and processing documents.
- Continuous 24 Hour Monitoring with Closed Circuit Camera, with security Alarms.
- Authorized personal allowed in the scanning facility only.
- Background checks for all employees both state and federal.
- All systems are secure, and behind firewalls
- All employees screened & signatory to strict NDA/Confidentiality requirements.

QUALITY COMMITMENT & COVERAGES

Commitment to Quality:

- We are completely committed to providing quality scanning services to our customers, and will ensure your 100% satisfaction.
- Our commitment to quality and total customer satisfaction is the responsibility of every employee and is demonstrated by our quality system, on-going audit reviews, and continual improvement based on customer feedback.
- We stand behind our services, and continuously incorporate new suggestions. Any time we provide our services, we GUARANTEE our service and ensure, complete satisfaction our clients always. Our present clients can vouch for this.

Professional E & O & General Liability Coverage's:

- Global Edge HBS Inc DBA eRecordsUSA, carries a Professional Liability "Errors & Omissions" insurance coverage for \$ 1.0 Mil., which protects and covers any losses that may occur from an Error or negligent act, error or omission, of the insured, or any other person for whom the insured is legally responsible in the performance of the services for other. This also provides coverage for any unauthorized access of the data, though our systems or any other copyright or trade violations.
- Global Edge HBS Inc DBA eRecordsUSA also carries a Commercial General and Business Liability for \$1.00 Mil., from, for protection covering products, operations, personal injury, fire damage, or any other medical expense. Our coverage also includes comprehensive identity theft services, to protect the confidential customer information entrusted to us, against any data compromise.
- Coverage's also include is Automobile Liability, Worker Compensation & Employers Liability.

INITIAL PROJECT REQUIREMENTS & ASSUMPTIONS

eRecordsUSA ("ERECORDS") has prepared the following Statement of Work, to detail the conversion services for **The City of Santa Clara, CA. ("Client")**. eRecordsUSA has outlined in this document the Project Scope and costs for this project based engagement. The Service costs outlined in this document are based on eRecordsUSA's experience and preliminary information received from client. This information supersedes all previous estimates or verbal discussions on the project

Based on our discussions and confirmed by client, there is an estimated 190,000 pages of letter sized documents and about 76,000 plans which are presently file folders, located at The City of Santa Clara, CA to be securely & confidentially digitized and then securely shredded. Customer requests ERECORDS USA to provide boxes and arrange for pick up, and returning the scans though an Online Secure Portal.

Estimated Number of Files : 3800
Average # of pages per File : 50
Total Estimated pages : 190,000
Average # of Plans per file: 20
Total # of plans to be digitized: 76,000

The above box count & also the number of images are estimates only. The actual count of boxes/ images/ cafe files/ plans may vary. We want to confirm, that we will only charge for the actual # of images scanned. The estimation is done based on the information provided. **We will only charge for the actual number of images scanned, no blank pages will be scanned OR charged for.** So you will actually pay for the images scanned. We will provide an actual count of images scanned and provide an invoice for the same only.

IMAGING SPECIFICATION & ASSUMPTIONS

Processing Locations : Processing will occur in no other locations than those listed below, without clients approval, Imaging of the source media will be performed at eRecordsUSA, processing center(s) located in Fremont, CA.

Imaging Grade : Heavy Prep, Image Quality Checking Detailed, and Light Reassembly required. Documents with mixed paper sizes that require more handling and organizing

Image Capture Specifications:

Originals will be captured at a resolution of 300 dots per inch (dpi)
Pages will be captured as Multipage PDF images per folder
eRecordsUSA will capture Bitonal (B&W) images as Bitonal images (Requested by Client)
eRecordsUSA will capture color originals such as photographs etc in Color (No Color Requested)

Receipt of Media:

Client will provide the boxes.
Client will prepare & box the document for shipment / pick up by eRecordsUSA
ERECORDS will schedule the pickup from client located in Santa Clara, CA.
Client anticipates releasing the originals all together/ Or even in Batches

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EXHIBIT B

FEE SCHEDULE

The Fee Schedule for this Agreement is more fully described in the Contractor's proposal entitled, "Fee Schedule" dated 1/18/2018 which is attached to this Exhibit B.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed seventy thousand dollars (\$70,000), subject to budget appropriations. Agreement amount (\$70,000) includes a quoted price of \$64,620 for estimated project scope, with a contingency in the amount of \$5,380.

Exhibit B Attachment - Fee Schedule
January 18, 2018



PRICING ESTIMATE FOR OFF-SITE SCANNING ONLY (FREMONT, CA)

Service	Est. Qty. (Estimated Qty's)	Price	Unit	Extension
Packaging & Pick up of documents in standard sized banker boxes from Fremont, CA per trip. (Estimated trips)	4	<u>\$100.00</u>	per trip	\$400.00
Preparation of documents & plans to include: (If Requested) - removal of staples, paperclips and bindings - correct dog-eared corners (if required) - repair damaged areas (if required) - insert barcode separator sheets or similar (as required)	<u>266,000</u>	<u>\$0.02</u>	per image	\$5320.00
Scanning of documents to include: - image capture up to an 8.5 x 11 size document - output to Bitonal Searchable Multipage PDF 300 dpi - 100% image inspection	<u>190,000</u>	<u>\$0.05</u>	per image	\$9,500.00
Scanning of plans to include: - image capture up to an 24" x 36" size plan - output to Bitonal Multipage PDF 300 dpi - 100% image inspection	<u>76,000</u>	<u>\$0.65</u>	per image	\$49,400.00
Indexing/ File Naming services to include;/ upto 50 in box (As requested by client Scope of project document)	<u>7,600</u>	-	per file name	Included
100 % visual inspection of all images, to ensure accuracy & quality and Final QC	<u>266,000</u>	<u>\$0.01</u>	per image	Included
Image Conversion of documents into Searchable PDF Files, OCR	<u>190,000</u>	<u>\$0.01</u>	per image	Included
All scans will be delivered via Online Access/SFTP/ FTP (Encrypted Portable Drive/ USB only if provided by client)	1	Inclusive	per unit	Included
Professional services to include: -project set up and configuration -project management	1	Fixed	per hour	Included
Secure Shredding per Standard Size Banker Box (If Requested)	-	-	per box	-
Total Estimated Project Cost				\$64,620.00

1. All quantities are estimated only, as provided by client, **ERECORDS will invoice for actual volumes processed.**
2. ERECORDS services are offered based on the assumptions defined here in, If the collections characteristics are substantially different from the assumptions, or volumes, ERECORDS has the right to re-price the services.
3. Pricing is offered as a comprehensive package of services. ERECORDS reserves the right to re-price if the client decides not to have ERECORDS perform certain services that have been quoted.
4. Invoicing will be based on the actual number of units multiplied by its unit rate/ price & totaled.
5. Invoicing will be issued throughout the duration of the project /or per batch completed, and within 30 days from date of invoice.
6. Scanning Documents, larger than 8.5 x 11, such as documents: 11"X17", or large plans or Bound Books will be priced differently & separately.
7. **Color Scanning if requested, will be charged for in addition to the above pricing an additional \$0.02 per image over and above the Bitonal Scans on actual scans only.**
8. The above pricing is all inclusive, of Prepping, Scanning, Auditing, Final QC, and OCR Conversion, and file naming and file arrangement as requested.

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EXHIBIT C

INSURANCE REQUIREMENTS

**INSURANCE COVERAGE REQUIREMENTS
FOR PROFESSIONAL SERVICES**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

- b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
- c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

- 1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
- 2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
- 3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars

(\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [*insert City department name here]

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

GLOBAL EDGE HBS, INC.

a California corporation

doing business as eRecordsUSA

By: 
Signature of ~~Authorized Person~~ or Representative

Name: PANKAJ SHARMA

Title: PRESIDENT

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

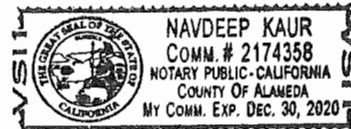
County of Alameda)

On March 15, 2018 before me, Navdeep Kaur, Notary Public
(insert name and title of the officer)

personally appeared Pankaj Sharma
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 Navdeep Kaur (Seal)

Exhibit E # Affidavit of Compliance with ethical standards