



# DOCUMENT SCANNING PROPOSAL AND AGREEMENT FOR SERVICES

*Prepared for:  
Christian Valley Park, CSD.*

*Prepared by:  
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## | COMPANY | SECURITY | QUALITY CONTROL |

### *Company:*

Secure Record Management (SRM) has been providing record information management (RIM) services since 2005, serving State and Federal agencies, banking institutions, police departments, as well as large and small privately held companies. We strive to maintain the greatest level of security possible with no report of a lost or misplaced file. From pick up of documents to scanning, managing, storing or destroying your documents, the chain of custody starts and ends with our employees, equipment, and facilities (no third party involvement). We are licensed, bonded and insured, a **California Certified Small Business (#1281700) and a women-owned business.**

### *Employees:*

Our employees are background checked, HIPAA trained with random security screening and drug testing. Each employee is specifically trained for the task they are assigned to.

### *Security:*

To maintain a high level of security, our facilities are equipped with state of the art monitored security systems and 24 hour recorded CCTV. The access to the conversion and file center is keyed, as well as equipped with a coded entry.

### *Quality Control:*

Document prepping is the most critical part of any scanning project, and our employees take this part very seriously. To provide the highest quality control, each document is individually handled, removing fasteners (staples, paper clips, etc..) before the documents are sent to the scanning department. To provide additional QC, our scanning technicians view images as they are processed digitally.

### *Scanning:*

Our high speed scanners can be enabled for auto color detection, page size detection, background smoothing, de-skew, ultra-sonic double feed detection, blank page skip, staple detection as well as many more high quality security measures. Scanning speeds are up to 200 images per minute: output resolutions range from 150dpi to 600dpi.

*Trusted, Secure, Efficient!*



## | CUSTOMER | SITUATION | SOLUTION | PRICING |

- *Would like all their records scanned to digital media*
- *Have approximately 10 standard file boxes (10"x12"x15")*
- *Boxes contain approx. 10-20 folders with sub files*
- *Is not in a time crunch (consulting company reaching out for pricing)*

### **SRM SCANNING SERVICES INCLUDE:**

- *Document preparation (removal of staples, paper clips, post it notes, etc...)*
- *Conversion of paper documents to 300dpi text searchable PDF's*
- *Folder indexing: File folder naming convention (included 25 typed characters)*
- *Export Images to external media i.e.: hard drive / USB device, unencrypted*
- *Pick up of boxes from Auburn location included*
- *Secure storage of paper documents for 60 day image review period*
- *Secure destruction of paper documents after 60 days*

### **SCANNING FEES PER STANDARD BOX:**

- *Each 10"x12"x15" standard file box - \$189.00*
- *Each box includes up to 20 main folders / names- i.e. tabs/files/folders*
- *Additional names over 20 per box see statement of services*
- *Additional files/PDF within a main folder- see statement of services*
- *Tabs include up to 25 typed characters see statement of services*
- *SRM to view boxes for paper quality and project specifications prior to signing agreement*

*\*see statement of services and overages for additional fees*

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*Initials*  
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## | STATEMENT OF SERVICES AND OVERAGES |

1. Deposit: 50% due to upon SRM taking possession of records (may be waived for state or federal contract)
2. Payment Terms: Due upon receipt of invoice. Any additional charges and/or applicable overages will be billed accordingly. (See overages and additional services.)
3. Document Scanning: Scan-able documents will be scanned at their original size, documents are scanned in duplex mode to ensure the front and back of document will be captured. An image is defined as each side of a sheet of paper. Scanned pages will be delivered as text searchable (OCR - may not recognize all characters) black and white PDF files at 300dpi unless otherwise noted in Client’s written agreement.
4. Naming Convention of File Folders: The documents of each file folder within a box will be scanned and converted to one (1) OCR enabled PDF file up to 25 characters found on the file folder tab unless otherwise noted in your agreement. Optional naming convention will be charged at the overage rated listed under “Custom Naming Convention / PDF within folder”.
5. Image Review | Destruction | Return: Client will have sixty (60) days to review and inspect images and authorize destruction and/or return of boxes and original paper content. If client fails to authorize destruction of boxes prior to the end of review period will result in a charge to client of \$5.00 per box for monthly storage (non-prorated) until client authorizes destruction or return of material.
6. Overage Charges: Document Scanning overage charges will be billed to client for items such as wide format documents that are larger than 11”x17”, or any items that require custom naming. Hand placement includes but is not limited to non-auto-feedable items such as receipts, folders, envelopes, or similar items. Hand placement, non-typed, OCR non readable text will not be searchable (OCR).

Overages/Additional Services	Quantity	Rate Per Item
Hand Placement of Original	Per Image	\$4.25
Wide Format (Over 11x17)	Per Image	\$5.95
Removing post-its and copying on additional sheets	Per Copy	\$0.75
Custom Naming Convention/ PDF within a folder	Per PDF	\$4.25
Boxes with over 20 file folders	Per Folder	\$1.00
Unassembled Originals Returned (not placed back in file folders, not fastened)	Per Box	\$20.00
Assembled Originals Returned (placed back in file folders, or re-fastened on the loose box)	Per Box	\$75.00
Monthly Storage (after 60 day review period) non-prorated	Per Box	\$5.00

Client understands these fees will be charged to client on a per box / document / image basis without a new agreement. Client understands these charges are made part of this agreement and is aware these charges may make cost per box increase.

**Total estimated\* project fee** (no overages included in estimate) **\$1890.00**

**Deposit** (waived for state of Federal contract) **\$**

\_\_\_\_\_ *Initials* \_\_\_\_\_

## | AGREEMENT |

This agreement is entered into as of the Effective Date (defined below) between Secure Record Management 12260 Shale Ridge Road #1 Auburn, California 95602 (“SRM”) and Client, Christian Valley Park, CSD.

**SERVICES:** See “Pricing” and “Statement of Services and Overages” herein.

**ACCESS:** If Client is need of documents during the scanning project while SRM is in possession of documents, then SRM can provide client access to documents upon reasonable notice. Items will be available for viewing at SRM facility (or delivery options are available at an additional cost).

**PAYMENTS:** For the services provided under this agreement, Client will pay to SRM the fees as calculated in the Statement of Services and Overages. SRM will invoice Client, and payment will then be due NET 15 from the date of invoice. After the Initial Term, SRM may adjust the rates and charges upon thirty (30) days prior written notice. SRM may assess Client a late fee of 1½% per month (not to exceed the maximum allowed by law) on all balances not paid when due. SRM reserves the right to cease work for Client in the event Client has unpaid balances owing to SRM. Upon such cessation of work, normal storage rates shall apply as described herein, and SRM shall further have the right, upon thirty (30) days’ written notice to Client, to either (a) destroy all Client documents that are not collected by Client prior to the expiration of said thirty (30) days’ notice or (b) return and redeliver to Client all Client documents, and to charge Client the normal charges for such delivery.

**USE OF CLIENTS DATA:** Clients information is proprietary to Client and SRM will not use for itself nor disclose to any third party any information that is identifiable to Client or to employees of Client without the express written consent of Client. Client shall permit SRM to use data obtained from Client and others to prepare an analysis, provided that SRM will not reveal information identifiable to any person or specific Client.

**WARRANTIES AND INDEMNIFICATION:** Client represents and warrants that it either owns or has the right to authorize the reproduction of any hardcopy or electronic record provided to SRM. Client agrees to indemnify and hold harmless SRM from any and all claims by any third party that the documents, materials or records provided by Client pursuant to this agreement infringe upon the third parties’ proprietary rights or were otherwise reproduced or processed in an unauthorized manner. Client will indemnify and hold SRM and its affiliates, officers, directors, employees, agents, and representatives harmless from and against all damages, cost, expenses, and liabilities, including without limitation, reasonable attorney’s fees and expenses, from any third party claim of any kind against SRM arising from Client’s negligence, willful misconduct or breach of this agreement.

**LIMITED LIABILITY:** Client agrees that SRM and its affiliates, officers, directors, employees, shareholders, agents, licensors, or representatives will not be liable for the loss, damage or destruction of documents or data received from Client or for any incidental, indirect, special, exemplary or consequential damages, including but not limited to damages or cost incurred as a result of loss of time, loss of savings, loss of data, loss of profits, loss of goodwill, whether foreseeable or unforeseeable, that may arise out of or in connection with this agreement except to the extent caused by the gross negligence or willful misconduct of SRM. SRM’s liability hereunder shall be limited to that amount of fees paid by Client hereunder.

**NOTICES:** Any notice , approval, request, authorization, direction or other communication under this agreement shall be given in writing and shall be deemed to have been delivered – 1) on delivery date if delivered personally to the party to whom the same is directed; 2) one business day after deposit with a commercial overnight carrier, with written verification of receipt, or 3) five business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested postage and charges pre-paid or any other means of rapid mail delivery for which the receipt is available, to the address of the party set forth at the end of this document.

**MISCELLANEOUS:** In the event that either party's performance (exclusive of the payments of sums owing hereunder) is delayed, prevented, obstructed or inhibited because of any act of God, fire, casualty, delay, or disruption in transportation, flood, war, strike, lockout, epidemic, destruction, shut down of facilities, equipment failure, shortages or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer or any cause beyond such party's reasonable control, the party's performance will be excused and the time of the performance will be extended for the period of delay or inability to perform resulting in from such occurrence. The occurrence of such an event will not constitute grounds for declaration of default by either party. Client shall not assign or otherwise transfer all or any of its rights, obligations or interest under this agreement without the written consent of SRM, which shall not be unreasonably withheld, and any attempt to do so shall be void and of no force or effect for any purpose whatsoever and shall constitute a breach of this agreement. The failure of either party to insist upon the performance of any provision herein or to exercise any right or privilege granted to it hereunder will not be construed as a waiver of such provision or any provisions herein, and the same will continue in full force. The various rights and remedies given to or reserved by either party herein are allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver or any default, or acquiescence, nor will any waiver of any breach or any provision be considered an acceptance of any continuing or subsequent breach of the same provisions. The agreement and the services will be governed by and interpreted in accordance with the internal laws of the state of California, excluding its conflict of law rules. Exclusive of any matter within the jurisdiction of Small Claims Court, any action, suit, or other proceeding that is brought by either party against the other party shall be resolved solely in arbitration in the State of California, County of Placer. This agreement, together with the exhibits attached hereto which are hereby incorporated herein, sets forth the entire agreement between the parties relating to the subject matter hereof, and supersedes any and all prior agreements of the parties with respect to the subject matter hereof. No change, amendment or modification of any provisions of this agreement shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties. This agreement may be executed in counterparts, each of which shall be deemed an original and all which together shall constitute one and the same document.

In witness whereof, the parties have caused this agreement to be executed by their duly authorized representatives and made effective as of the Effective Date.

Company: Secure Record Management  
Office Address: 12260 Shale Ridge Road, Ste 1  
Scanning Department: 12270 Shale Ridge Road  
Auburn, California 95602

Client: Christian Valley Park, CSD.  
PO Box 6857  
Auburn, CA. 95604

SIGN: \_\_\_\_\_

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_