Item# 23-0251 Munis Contract# 3703947

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and PORTABLE MICROGRAPHICS, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS. the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1970, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as records management and micrographics service provider, rendering services related to scanning and digitizing Land Use records for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of December 31, 2023, as directed by the City

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide scanning/digitizing, microfilming, conversion of microfilm to PDF format and indexing of 2022 Land Use Permit Files. Services set forth in more detail in Exhibit "A" attached hereto and incorporated herein by reference for the City:

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at a sum not to exceed twenty-seven thousand five hundred thirty-nine dollars and twenty-eight cents (\$27,539.28) including gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$27,539.28). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without

compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1. Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.
- C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on December 31, 2023 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. Termination.

Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest: Governmental Conduct Act.

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. <u>Professional Liability Insurance</u>.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
- B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Jason Kluck, 200 Lincoln Ave. SF, NM 87501 jmkluck@santafenm.gov

To the Contractor: John Pinkston, 2415 Prineton NE Suite K Abq, NM 87107 cjpinkston@earthlink.net

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

29. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. <u>Default and Force Majeure.</u>

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE: CONTRACTOR: John Blair John Blair (May 19, 2023 15:06 MDT) JOHN BLAIR, CITY MANAGER JOHN PINKSTON PORTABLE MICROGRAPHICS DATE: May 19, 2023 owner DATE: CRS#02489665009 Registration # 234040 ATTEST: Krister 1h KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV CITY ATTORNEY'S OFFICE: SENIOR ASSISTANT CITY ATTORNEY APPROVED FOR FINANCES:

Emily K. Oster

1004501.510310 Org. Name/Org#.

EMILY OSTER, FINANCE DIRECTOR

April 27, 2023

Amanda Romero Avila Land Use Department City of Santa Fe, NM

Thank you for your interest in our services. This proposal is for the 2022 Land Use Permits:

The following is the work flow and per image pricing for scanning/digitizing, microfilming, conversion of the microfilm to PDF format and indexing the files using your existing naming convention, to be provided by the City of Santa Fe in an Excel Spreadsheet.

WORKFLOW FOR THE 2022 PERMIT FILES AND OTHER MISCELLANEOUS FILES:

There are 24 boxes of large format drawings, 16 boxes of permit supporting documents. The 2022 permit files will be picked up in Santa Fe and transported to our office in Albuquerque. All of the files will be organized in numerical/chronological order by permit number. We will prepare the files for microfilming by removing any folder clips, staples, taping down any small or loose papers and unfold any oversize drawings. Then the files will be microfilmed, once the microfilm in inspected and meets the New Mexico Microphotography Standards the microfilm will be digitized and the files will be named using the permit number and the address. Once completed the Digital files will be delivered on a DVD or a portable hard drive.

Pricing per task:

- Document preparation of files will be charges at \$ 23.00 per hour
- Microfilming documents up to 11" X 17" will be charges at \$ 0.035 per page
- 16mm film processing charge of \$ 7.50 per roll
- Microfilming documents larger than 11" X 17" will be charges at \$.65 per page
- 35mm film processing charge of \$15.00 per roll
- Conversion of 16mm and 35mm microfilm to pdf image and naming of the file will be charged at \$.065 per image
- Naming of the files without the names provided \$23.00 per hour

ESTIMATED PRICE FOR THE 2022 PERMIT FILES AND OTHER MISCELLANEOUS FILES

The following is the estimate for the completion of the 2022 files along with all other files listed above.

Document preparation 115 hours X \$ 23.00 per hour\$	2,645.00
40,020 pages 11'X17" or smaller X \$.035 16mm microfilming\$	1,400.70
17 rolls of 16mm microfilm processing X \$ 7.50 per rolls\$	127.50
25,300 pages larger than 11'X17" X \$.65, 35mm microfilming\$	16,445.00
46 – 35mm rolls processing X \$ 15.00 per roll\$	690.00
65,320 images to pdf from microfilm X \$.065 per image \$	4,245.80
\$	25,558.50
New Mexico Gross Receipts Tax 7.75 %\$	1,980.78
\$	27,539.28

The above quoted pricing is just an estimate, the final bill will be for the actual number of images.

All microfilm produced will meet or exceed the New Mexico State Archives Standards.

The estimated turnaround time on the paper files will be 8-10 weeks. If you need any of the files while we are working on them, please let us know and they will be scanned and emailed to you, up to 50 pages per week at no cost, additional files/pages per week will be at \$.50 per page up to 11" X 17" and any pages over 11" X 17" will be charged at \$ 1.50 per page.

If you have any further questions please contact me at 877-881-4665 office or 505-228-2808 cell.

Sincerely,

John Pinkston

John Pinkston Portable Micrographics, Inc. 2415 Princeton NE Suite K Albuquerque, NM 87107



ESTIMATE

Digiscan 100 E Whitestone Blvd Ste 148-285 Cedar Park, Texas 78613 **United States**

> 281-868-7392 www.mydigiscan.com

BILL TO City of Santa Fe Land Use Department Donovan Troelsen 200 Lincoln Ave Santa Fe, New Mexico 87504-0909 **United States**

505-218-4330 dltroelsen@santafenm.gov Estimate Number: 20265

Estimate Date: April 28, 2023

Expires On: May 28, 2023

Grand Total (USD): \$78,061.62

Items	Quantity	Price	Amount
16mm microfilm digital conversion Scanned and QC'd at 300 dpi	2800	\$0.10	\$280.00
35mm microfilm scanning Scanning at QC'd at 200 dpi	54000	\$0.10	\$5,400.00
Large Blue Prints Wide format scanning	56000	\$1.00	\$56,000.00
Indexing of Files	104800	\$0.12	\$12,576.00
		Subtotal:	\$74,256.00
		NM 5.125%:	\$3,805.62
		Total:	\$78,061.62
		Grand Total (USD):	\$78,061.62





PERMITS CONVERSION PROPOSAL

Presented to:

City of Santa Fe Land Dept.

Prepared by: Bob Rayner

April 27, 2023



Company Overview

Since 1995, PDS, now known as TDS, has provided records management, electronic imaging, Automated Forms and custom software solutions to government, education, business, financial and healthcare organizations throughout the West Texas and New Mexico.

We have encountered and solved a wide variety of document management challenges. Our solutions are customer focused and specifically designed to meet the varying needs of a diverse client base.

As a full-service document and records management provider TDS develops and supports solutions in five areas:

- 1. Document Management Systems
- 2. Canon Scanners and capture systems
- 3. Electronic / Automated Forms
- 4. Custom Software Applications integrated with Electronic Imaging
- 5. Document / Data Conversion including Paper to digital format

We believe this strategy will best serve our clients over the long term as we are positioned to recommend the most cost-effective solution based on the customers document/record characteristics (i.e., volume, retention, retrieval rates etc.).

As members of the Association of Information and Image Management (AIIM) and the Association of Records managers and Administrators (ARMA) PDS actively participates in the organizations informational marketing program and is therefore abreast with changes, modifications and new technologies within this fast-paced environment.

In addition, TDS has two (2) CERTIFIED DOCUMENT IMAGING ARCHITECTS (CDIA) on staff that are responsible for industry standards and proper design and implementation of imaging systems. CDIA is an industry accreditation program designed and implemented by the Computing Technology Industry Association in conjunction with several large imaging software and hardware vendors.



Project Objectives

The objective of the project is the digital conversion of city permit files. The archiving procedure will provide administrative personnel with the ability to access the records with relative ease and in addition, will eliminate the current back log situation and will provide for long term storage and proper disaster recovery.

Archiving Recommendation

To provide the City Land Department with the most cost-effective solution to their retrieval challenges, and to maintain consistency in your archived records format and to preserve the integrity of the records, TDS is recommending the following solution:

- 1. Scan and index the files and deliver to the Court an external hard drive with multi page TIFF files named by the indexing criteria.
- 2. Creation of a windows folder structure with folders named by otherwise client instructed naming convention and multi-page TIFF within the folder named by indexing criteria into a format conducive for importation into a document management system.





Records Preparation and Evaluation

The following outlines the estimated document volume as recently surveyed:

SHELF OR DRAWER ANALYSIS Description	Qty	Length	Total Filing Inches	Estimated Pages / Inch	Estimated Pages
City Hall Permits	8	34	272	205	55,760

BOX ANALYSIS					
Description	# Of Boxes/Rolls	Length	Total Filing Inches or roll estimations	Estimated Pages/ inch	Estimated Pages
Clty Hall Permits up to 11"x17"	2	17	34	180	6,120
City Hall Permits - Large - Folded	2	17	34	102 per box	204
					V.2 (2.22)

Oity Hair Fornito up to 11 × 17	4		UT	100	0,120
City Hall Permits - Large - Folded	2	17	34	102 per box	204
City Hall - Large Rolled Drawings	36		75 per roll		2,700
City Hall - Medium Rolled Drawings	100		25 per roll		2,500
City Hall - Small Rolled Drawings	215		10 rolls		2,150
City Hall - Short Rolled Drawings	80		3 per roll		240
Bone Yard Boxes	2	20	40	180	7,200
Bone Yard - Large Rolls	18		75 per roll		1,350
Bone Yard - Medium Rolls	135		25 per roll		3,125
Bone Yard - Small Rolls	205		10 per roll		2,050
Bone Yard - Short Rolls	210		3 per roll		630

Estimated Standard Size Pages:	62,750
Estimated Large Format Pages:	21,279
Estimated Total Pages	84,029

Estimated # of Boxes: 50

Index Criteria	
Permit #	

General Document Characteristics

- 1) Files related to City related permits
- 2) Files are either on shelves, in boxes, folded or rolled.
- 3) Short rolls are $8.5" \times 11"$, remaining pages are up to $34" \times 36"$ in size.



Scope of Service - Source Document Scanning

Terralogic Document Systems will perform the following services to ensure the completion of all objectives as outlined:

- 1. The packing and pickup of the documents as needed from the City. TDS to supply industry standard large format boxes.
- 2. Inventory of the boxes at the City and comparison against the records. Box inventory to be conducted by PDS / City. TDS to apply standard process labels to each box and intern identify the proper box # and box total in the box.
- 3. Both TDS and the City to sign off on Box inventory at point of pick up.
- 4. TDS will load our cargo van for secured transport of the boxes to the TDS document conversion center. Once loaded in the TDS cargo van / truck, the van doors will be locked, and the transport will be non-stop to the conversion center.
- 5. Receipt of boxes and unloading at our conversion center, box inventory cross check and placement on work in process shelves.
- 6. Preparation of documents for scanning including removing fastener clips or staples, unrolling, flattening etc to ensure best possible image clarity.
- 7. The scanning of all documents into the TDS imaging system at 300DPI in black and white. Grayscale may be used for degraded images to obtain best possible image clarity.
- 8. The indexing of all records into the TDS imaging system. Actual index for the documents to be as outlined in the evaluation.
- 9. Documents will not be re-prepared, re-stapled or re-clipped, but will be placed back into the folders and boxes in the order extracted and scanned.
- 10. The institution of a quality control system to ensure a) Image Readability, b) Image accessibility and c) indexing accuracy. QC process to ensure a 98% accuracy rate.
- 11. The extraction of the images from the TDS system in multi-page TIFF and the subsequent naming of the documents by index criteria.
- 12. The mastering of an external hard drive with the index and image data. The indices and images will be in industry standard formats that are conducive to importation into a document management system.
- 13. The retrieval and emailing of documents as required by the City during the conversion process at no additional cost.
- 14. All labor to complete the job will be supplied by Terralogic Document Systems.
- 15. Terralogic Document Systems will utilize trained supervisory staff including a CERTIFIED DOCUMENT IMAGING ARCHITECT to manage the back file conversion project.



- 16. All conversion and indexing to meet or exceed ANSI and NM State Records Center standards.
- 17. The delivery of the hard drives and return of the boxes to the City.
- 18. The subsequent delivery of a Project Summary Report (or PSR) which will contain an overview of the records and project's final image counts. This PSR should be reviewed by the City, signed and returned to TDS. If the PSR is not returned or not questions have been raised with the PSR and/or image data within two weeks, TDS will consider the project closed.
- 19.TDS will retain project images for (60) calendar days after delivery of the PSR to the City. Thereafter, all project related images will be securely and completely purged from TDS's system upon the (60) day milestone.



Price Proposal - Source Document Scanning Offsite

Terralogic Document Systems will perform all services as outlined above for the following price:

All Prices quoted per: GSA Contract: GS-35F-0118V NM CES #2021-20-C113-ALL

	TURNKEY PERMITS/DRAWINGS CONVERSION		11 21 6 1	T 1 10 1
Item Number	Description	Qty	Unit Price	Total Cost
PDS-TK-PSCAN	Paper to Digital Conversion - Standard Pages	62,750	\$0.1050	\$6,588.75
PDS-TK-LFSCAN	Paper to Digital Conversion - Large Format Pages	21,279	\$1.2000	\$25,534.80
PDS-PREP	Page Preparation	84,029	\$0.0150	\$1,260.44
PDS-TK-IMG-PREP 50K-99K	Image Handling and Preparation	1	\$645.00	\$645.00
PDS-TK-IMG-IMPPROG 50K-99K	Image / Index Import File Creation	1	\$645.00	\$645.00
OPEN MARKET	Media Mastering - External Hard Drive	1	\$129.00	\$129.00
OPEN MARKET	Boxes, Packing, Pickup and Return	1	\$350.00	\$350.00

Scanning Subtotal: \$35,152.99

Applicable NM GRT @ 8.3125

\$2,922.09

Scanning Project Total \$38,075.08



Summary

Since 1995, PDS, now known as TDS, has consistently demonstrated abilities to solve a wide variety of document challenges through source document scanning, electronic imaging applications, equipment sales and service and custom software/database applications. Our solutions are customer focused and designed to meet the specific needs of a diverse client base.

As a leader in document imaging products and services in New Mexico and West Texas and as proven performers, we are committed to your 100 % satisfaction.

Guarantees and Warranties

Terralogic Document Systems guarantees that this turnkey conversion project will perform as indicated to the full satisfaction of the City of Santa Fe.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.

Terralogic Document Systems	City of Santa Fe
Walt Down	
(Signature)	(Signature)
Matthew Bowman (Typed or Printed Name)	(Typed or Printed Name)
President (Title)	(Title)
Date: 12/5/2022	Date:

Terralogic Document Systems El Paso, TX Albuquerque, NM Midland, TX Colorado Springs, CO

800-644-7112 General Inquiries 800-708-8584 Technical Services support@pdswest.com



TDS Quality Assurance

Our Kodak Document Conversion Center operates under a strict quality plan that ensures that our quality objectives of <u>100% image availability</u>, <u>100% image readability and</u> <u>98% indexing accuracy</u> are met.

Image Availability

Pre scan activities include configuring our high-speed production scanners for advanced text enhancement to ensure the best possible image creation. In addition, we will configure scanner "imprinters" to place a "water mark" on each page during the scanning process. This imprinter acts as our first level of assurance that all your critical data will be captured. Following the initial scan our operator will review the file /pages scanned and ensure that the watermark is seen on every page thereby ensuring 100% image availability.

Image Readability

In addition to checking for the watermark, our scan operator will also examine each image to ensure proper image clarity and readability. If illegible images are found during this first QC pass, they will be compared against the original and either rescanned or marked as best copy available.

Indexing Accuracy

Double key data entry will be implemented on critical index fields to ensure indexing accuracy.



TDS Quality Assurance ... Continued

Following the initial scan and index process, we then implement the following secondary quality assurance processes:

Our process starts with identifying the document population size on a recently scanned and indexed batch. A statistically relevant sample set based on MIL STD 105D is extracted from the population. Page counts (Image Availability) are taken from the imaging system (those that were scanned) and compared to the actual page counts of the hard copy document files. If scanned images are less than 100%, then the missed pages are inserted and the box then enters a 100% inspection phase.

The same process is employed for both image readability and indexing accuracy. For indexing accuracy PDS checks the total available index population. This is calculated by taking the number of index fields in an application and multiplying this number by the document quantity of the sample set. If the total error count in the sample set is greater than 1 %, then the errors are corrected, and the box then enters a 100% inspection and correction phase.



References

TDS Recent Projects

Within the last three years TDS has successfully completed a variety of different document and data conversion projects. These include but are not limited to the following:

Organization	Quantity	Description
County Government County Government County Government City Government Medical Insurance Education Court / Judicial	500,000+ 1,000,000+ 800,000+ 500,000+ 1,000,000+ 2,000,000+ 500,000+	Addiction Treatment Program Files Historical Records dating back to 1890 Microform records Historical City Clerk Records Medical Records Claim Files Human Resource and HR Records Court Case Files
County Government	2,000,000+	Digital Image to Microform
Small Business	100,000+	Accounting Files
Government	1,900,000+	Historical Property Records





Survey Area

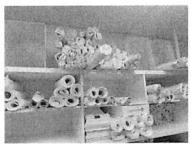










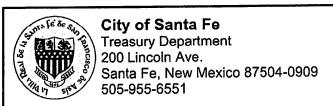






CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Portable Micrographics
Procurement Title: Professional Services Agreement
Procurement Method: State Price Agreement Cooperative Sole Source Other
Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K
Department Requesting Land Use Staff Name Amanda Encinias
Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.
REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*
YES N/A
Approved Procurement Checklist (by Purchasing) Approved Procurement Checklist (by Purchasing)
Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) State Price Agreement
RFP
Evaluation Committee Report
□ ITB
Bib Tab
Quotes (3 valid current quotes)
Cooperative Agreement
Sole Source Request and Determination Form
Contractors Exempt Letter Purchasing Officers approval for exempt procurement
BAR
□ FIR
Executed Contract, Agreement or Amendment
Current Business Registration and CRS numbers on contract or agreement
Summary of Contracts and Agreements form
Certificate of Insurance
All documentation presented to Committees
Other:
Amanda Encinias Administrative Manager 3 -10-23
Department Rep Printed Name (attesting that all information included) Contracts Supervisor May 16, 2023
Purchasing Officer (attesting that all information is reviewed) Title Date
ITT Representative (attesting that all information is reviewed) Title Date
Include all other substantive documents and records of communication that pertain to the procurement and contract.



BUSINESS REGISTRATION

Business Name: PORTABLE MICROGRAPHICS INC

DBA: PORTABLE MICROGRAPHICS

Business Location: 6617 GISELE NE

ALBUQUERQUE, NM 87109

Owner: JOHN PINKSTON

License Number: 224040

Issued Date: January 05, 2023

Expiration Date: January 05, 2024

CRS Number: 02489665009

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

PORTABLE MICROGRAPHICS INC 2415 PRINCETON DR NE SUITE K ALBUQUERQUE, NM 87107

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

2/7/2020 Va 16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the certificate holder in lieu of si		ment(s).		
Associated Insurance Professionals, Inc	CONTACT NAME:	John Dziak		
Associated insurance Professionals, inc 1429 Carlisle Blvd NE Albuquerque, NM 87110 License #: 0F14643	PHONE (A/C. No. Ext):	505-265-3704	FAX (A/C, No): 505-20	68-9631
	É-MAIL ADDRESS:	johndz@aip-inc.com		
		INSURER(S) AFFORDING COVERAGE		NAIC#
Elocition in 14040	INSURER A :	Sentinel Insurance Compa	ny, LTD	11000
INSURED	INSURER B :	The Travelers Indemnity Compa	ny. 25658	25674
PORTABLE MICROGRAPHICS, INC.	INSURER C:			
2415 PRINCETON DR NE STE K	INSURER D :			ļ
ALBUQUERQUE, NM 87107	INSURER E :			<u></u>
	INSURER F :			
DOVERNOED CERTIFICATE NUMBER, 20004664 20062 DEVISION NUMBER, 24				

CUVERAGES	CERTIFICATE NUMBER.	00004001-30003	REVIOLON NOMBER	<u> </u>
THIS IS TO CERTIFY THAT	THE POLICIES OF INSURANCE LISTED E	BELOW HAVE BEEN	I ISSUED TO THE INSURED NAMED ABOVE FOR THE	POLICY PERIOD
INDICATED. NOTWITHSTA	NDING ANY REQUIREMENT, TERM OR C	CONDITION OF ANY	CONTRACT OR OTHER DOCUMENT WITH RESPECT	F TO WHICH THIS
CERTIFICATE MAY BE ISSU	JED OR MAY PERTAIN, THE INSURANCE	AFFORDED BY TH	E POLICIES DESCRIBED HEREIN IS SUBJECT TO AL	.L THE TERMS,
	TONS OF SUCH POLICIES, LIMITS SHOW			

INSR LTR	NSR TYPE OF INSURANCE		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY		34SBAIR4593	03/01/2023	03/01/2024		\$	2,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
						MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
1 1	X POLICY PRO-					PRODUCTS - COMP/OP AGG	\$	4,000,000
ΙÍ	OTHER:						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO	İ				BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTION\$						\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB2J259313	03/14/2023	03/14/2024	X PER STATUTE ER		
	ANY PROPRIETORIPARTNER/EYECUTIVE					E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
City of Santa Fe 200 Lincoln Ave	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
SANTA FE, NM 87504	AUTHORIZED REPRESENTATIVE

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City of Santa Fe, New Mexico



DATE:

March 14, 2023

TO:

John Blair, City Manager

FR:

Amanda Encinias, Administrative Manager

Land Use Department

SUBJECT:

PSA-Portable Micrographics, Inc.-Munis Contract # 3203947

The Land Use Department requests your approval on the attached professional services agreement between the City of Santa Fe and Portable Micrographics in the amount of \$27,539.28 inclusive of GRT. The term of the contract will begin when this contract is executed and terminate on December 31, 2023. Portable Micrographics will provide digitizing services to the Land Use Department by converting all 2022 building permit applications and building permit plans into PDF format for more efficient archiving and for better utilization of the Land Use Energov system. Solicitations of quotes was completed and it was determined that Portable Micrographics will be awarded the contract. Budget for this service is available in 1004501.510310.

Thank you for your consideration in this matter.



City of Santa Fe
Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department					
1. Munis Contract # 3203947					
Contractor: Portable Micrographics					
Description: Scanning and digitizing 2022 Building	Permit/Plan Files				
Contract Agreement O Lease / Rent O A	mendment O				
Term Start Date: TGD Term End Date:	2-31-23				
☐ Approved by Council	Date:				
Contract / Lease:					
Amendment #to the Original Contract / Lease #					
Increase/(Decrease) Amount \$					
Extend Termination Date to:					
Approved by Council	Date:				
Amendment is for:					
2. HISTORY of Contract, Amendments & Lease / Rent - P	lease Liaborate (option: attach spreadstreet if multiple antendiments)				
3. Procurement History:					
Purchasing Officer Povious	May 16, 2023 Date:				
Purchasing Officer Review: Comment & Exceptions:	60K- 3 valid written quotes obtained				
4. Funding Source: Land Use	Org / Object: 1004501.510310				
Andy Hopkins	Mar 15, 2023				
Budget Officer Approval:	Date:				
Comment & Exceptions:					
Staff Contact who completed this form: Amanda Enc	inias Phone #6122				
Email: ajencinias@s	santafenm.gov				
To be recorded by City Clerk:					
Clerk # Date of Execution:					

Title

Date

ITT Representative (attesting that all information is reviewed)

23-0251 Portable Micrographics CM PLU

Final Audit Report 2023-05-25

Created: 2023-05-17

By: Xavier Vigil (xivigil@ci.santa-fe.nm.us)

Status: Signed

Transaction ID: CBJCHBCAABAAXBDS7jTN6JWr9j3VEG-w2VWujUuwPwqG

"23-0251 Portable Micrographics CM PLU" History

Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us) 2023-05-17 - 5:02:20 PM GMT- IP address: 63,232,20,2

Document emailed to ekoster@santafenm.gov for signature 2023-05-17 - 5:04:20 PM GMT

Email viewed by ekoster@santafenm.gov 2023-05-19 - 1:53:16 AM GMT- IP address: 104.47.64.254

Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster 2023-05-19 - 1:56:45 AM GMT- IP address: 69.254.154.77

Document e-signed by Emily K. Oster (ekoster@santafenm.gov)

Signature Date: 2023-05-19 - 1:56:47 AM GMT - Time Source: server- IP address: 69.254.154.77

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Email viewed by jwblair@santafenm.gov 2023-05-19 - 9:06:36 PM GMT- IP address: 76.113.49.66

Signer jwblair@santafenm.gov entered name at signing as John Blair 2023-05-19 - 9:06:54 PM GMT- IP address: 76.113.49.66

Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2023-05-19 - 9:06:56 PM GMT - Time Source: server- IP address: 76.113.49.66

Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature 2023-05-19 - 9:06:59 PM GMT

Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov) 2023-05-25 - 9:17:27 PM GMT- IP address: 174.218.20.102



Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-05-25 - 9:18:30 PM GMT - Time Source: server- IP address: 174.218.20.102

Agreement completed. 2023-05-25 - 9:18:30 PM GMT



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