

**CITY OF GARDEN GROVE**

**REQUEST FOR PROPOSAL**

**RFP No. S-1166**

**Provide Off-Site Scanning and Document Management  
Services for the Garden Grove Police Department**



**GARDEN GROVE**

**PROPOSAL SCHEDULE**

**RFP Issued**

**April 29, 2015**

**Mandatory Pre-Proposal Meeting:**

**May 21, 2015**

**RFP Submittal Date:**

**June 4, 2015**

## City of Garden Grove

### REQUEST FOR PROPOSAL (RFP) No. S-1166

#### LETTER OF INVITATION

Date: April 29, 2015

Attention: Proposers

**Subject:** To Provide Off-Site Scanning and Document Management Services for the Garden Grove Police Department.

The Garden Grove Police Department (GGPD) is soliciting proposals from experienced firms capable of providing Scanning and Document Management Services in accordance with State and Federal laws concerning records and digitization requirements

All proposals must be in writing, sealed and identified as to content and be received and time stamped by the receptionist on the 2nd floor no later than **4:00 p.m., local time, on Thursday, June 4, 2015**. Proposals received later than the above date and time may be rejected and returned to the proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal package by the date/time recorder of the City of Garden Grove. **Those proposals that are submitted via fax or email will not be accepted for any reason.**

A MANDATORY pre-proposal meeting is scheduled for **10:00 A.M. on Thursday, May 21, 2015 at the Garden Grove City Hall-Third Floor Training Room located at 11222 Acacia Parkway, Garden Grove, CA 92840**. Only those proposals submitted by those contractors attending this meeting will be given consideration.

*Please make sure that the person who attends this mandatory meeting understands the content of the meeting and is able to communicate it to others who are not present but need to know the information. Meeting minutes on the content and discussion that takes place during this mandatory meeting will NOT be provided by the City of Garden Grove`*

**An original and Four (4) copies of your proposal**, marked with your company name, using the Proposal Forms and including all information required by the Proposal Documents, must be delivered to and marked as follows:

RFP No. S-1166 (Scanning Services for GGPD)  
Attention: Sandra Segawa, Purchasing Agent  
City of Garden Grove  
11222 Acacia Parkway, Room 220  
Garden Grove, CA 92840

All Proposals shall be valid for one hundred twenty (120) calendar days after the final proposal due date. The City of Garden Grove reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received. The selection, if made, will be made in accordance with the Instruction to Proposers Section, item 9, Basis of Award of the RFP.

The contractor will be responsible for direct payment to all temporary help as well as all employer taxes, deposits and insurance. Employees must be bonded.


The contractor will also be responsible for verifying employees' legal right to work in the United States as required by the Immigration and Control Act of 1986. The contractor will assure compliance with all current EEO and ADA requirements.

Direct all questions regarding this proposal process to Sandra Segawa, via email, [sandras@ci.garden-grove.ca.us](mailto:sandras@ci.garden-grove.ca.us). Contact with other agency employees regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination. **All questions must be submitted in writing no later than Tuesday, May 26, 2015.** All questions will be addressed via an addendum on the City's website.

All correspondence regarding this RFP will be posted on the City's website via Planet Bids for all to review. Please make sure you are registered as a vendor with the City of Garden Grove so information is not missed or omitted in your proposal. It is the responsibility of the proposer to check the City's website for all addenda and updates.

Thank you for your interest in submitting a proposal to the City of Garden Grove.

Sincerely,

  
Sandra Segawa, C.P.M., CPPB  
Purchasing Agent

## CITY OF GARDEN GROVE

### INSTRUCTION TO PROPOSERS

#### 1.0 EXAMINATION OF RFP DOCUMENTS

Proposer shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the Services in the event Proposer is selected. No relief for error or omission will be given.

#### 2.0 INTERPRETATION OF RFP DOCUMENTS

Proposer may request of the CITY in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents. Where such interpretation or clarification requires a change in the RFP Documents, the CITY will issue an Addendum. Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. The CITY shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

#### 3.0 PREPARATION OF PROPOSAL

The proposal shall be formatted in accordance with the requirements specified herein. The proposal shall include copies of the Proposal Letter/Certificate of Acceptance provided with the RFP Documents. Proposal Letter/Certificate of Acceptance and forms shall be executed by an authorized signatory as described in 5.0 of this section, the instructions entitled "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All proposals shall be prepared by and at the expense of the Proposer.

Proposers should not assume that their past and/or current experience with the CITY demonstrates knowledge of the CITY's current needs or that the Source Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.

#### 4.0 MODIFICATIONS AND ALTERNATIVE PROPOSALS

Proposer shall submit its proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted within a sealed enclosure in accordance **section 7.0 below "SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE" instruction herein.**

Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined significant enough to cause its rejection. The proposal should conform to the requirements contained herein.

Oral, telegraphic or telephonic proposals or modifications will not be considered.

#### 5.0 SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE

Each proposal submitted by Proposer shall be executed by Proposer or by its authorized officer. In addition, Proposer must identify those persons authorized to negotiate on its behalf with the CITY in connection with this RFP.

#### 6.0 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by the Proposer prior to the date and time for submittal of proposals by means of a written request signed by the Proposer or its properly authorized officer. Such written request must be delivered to the place stipulated in the Letter of Invitation for receipt of proposals.

#### 7.0 SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE

Each proposal submitted by Proposer shall be delivered to the CITY at the address shown on the Letter of Invitation up to the date and time shown therein. It is the Proposer's sole responsibility to assure that its proposal is received as stipulated. In compliance with this RFP, the Proposer agrees to provide the services at the costs stipulated therein if its proposal is accepted within 120 days from the date specified in the Letter of Invitation.

## 8.0 EVALUATION OF PROPOSALS

### **A. Distance from the Garden Grove Police Department** **PASS/FAIL**

- Is the proposer's business where all scanning, indexing and QA will be performed within a 20-mile radius of the Garden Grove Police Department located at 11301 Acacia Parkway, Garden Grove, CA 92840? This will be based on driving distance measured by GGPD, not as the crow flies.

### **B. Security Requirements** **PASS/FAIL**

- Is the policy and procedure for vetting employees included in the proposal and acceptable to GGPD?
- Is the employee training process included in the proposal and acceptable to GGPD?
- Is the proper security documentation included in the proposal for all employees who are in any way involved in the transport, handling or processing of Garden Grove Police Department's confidential documents and is it acceptable to GGPD?
- Facility Inspection per the Scope of Work (Loss and Damage Prevention Plan), which be conducted for only those in the final phase of the evaluation process as determined by GGPD.

### **C. Sample Packet of GGPD Documents** **PASS/FAIL**

- Only those proposers who attend the mandatory pre-proposal meeting will receive a sample packet of documents to scan. This is an opportunity for proposers to demonstrate the quality of work they will provide to GGPD if awarded the contract. The scanned file provided by the proposers will be reviewed and evaluated by GGPD for compliance with the RFP guidelines.
- ***Only those proposers who successfully PASS A, B AND C above will remain in the evaluation process.***

### **Price** **20%**

- Has the proposer provided complete pricing that address all requirements of the Scope of Work on PROPOSAL PRICING form, ATTACHMENT "B", Pages 15-16.
- Is the pricing fair and competitive for the services?
- Has the proposer included all costs for providing the services in the Proposal Pricing form, Attachment B?

***Project Plan/Ability to Meet Proposal Requirements***

**30%**

- Does the proposal include all required forms and documents?
- Is the proposer able to meet all of the requirements of the Scope of Work?
- Is the proposer able to complete the job in a reasonable amount of time?
- Is an accurate timeline included in the proposal?

***Proposer Qualifications***

**50%**

- Does the proposer have the required experience in scanning/indexing records?
- Has the proposer worked with at least 3 law enforcements agencies or government agencies?
- How long has the company been in business?
- Did references of law enforcement or government agency clients provide positive feedback?
- Is an acceptable proof of loss and damage prevention plan included in the proposal?
- Sample Scan Packet:
  - Was the proposer able to meet the requirements of the Scope of Work?
  - Is this reflected in the packet and DVD submitted?
  - Is the quality of work acceptable to GGPD?

9.0 **BASIS OF AWARD**

Any contract resulting from this RFP will be awarded to that firm whose proposal meets the requirements of the RFP and is most advantageous to the CITY in terms of meeting the technical requirements and for attainment of project objectives as defined in the Scope of Work considering the evaluation criteria stated in the Instruction to "Proposers Section", item 8, "Evaluation of Proposals" above. The CITY may request Proposers within the Competitive Range to present an oral briefing and discuss the merits and/or deficiencies of their proposal. However, the CITY is under no obligation to enter into discussions or conduct negotiations with a proposer, but can award a contract on the basis of the offer received. The CITY will evaluate each proposal according to how favorable the services offered are to the CITY in light of the pre-established evaluation criteria and Cost Proposal reasonability. Proposers within the Competitive Range may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to its proposal (or a Best and Final Offer) as

may result from negotiations. Once a proposal has been found to be technically qualified, the CITY will make an award on the basis of the lowest priced technically qualified proposal.

#### 10.0 TYPE OF CONTRACT TO BE AWARDED

It is anticipated that the CITY will enter into a Not to Exceed (NTE) contract. The Contract to be utilized is contained in the contract section of this Request for Proposal (RFP). Under no circumstances will the itemized pricing be exceeded without express prior written approval of the CITY'S Purchasing Agent and approval from the project manager.

#### 11.0 PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the CITY and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the CITY is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for CITY's consideration, to defend and indemnify the CITY from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

#### 12.0 CITY'S RIGHTS

The CITY may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The CITY reserves the right to:

1. Reject any or all of the proposals.
2. Issue subsequent Requests for Proposals.
3. Cancel the entire Request for Proposal.
4. Remedy technical errors in the Request for Proposal process.
5. Appoint evaluation committees to review proposals.
6. Seek the assistance of outside technical experts in proposal evaluation.
7. Approve or disapprove the use of particular subcontractors.



8. Establish a short list of proposers eligible for discussions after review of written proposals.
9. Negotiate with any, all, or none of the Proposers.
10. Solicit best and final offers from all or some of the Proposers.
11. Award a contract to one or more Proposers. (Except for Brooks Bill procurements where multiple awards are not allowed).
12. Accept other than the lowest offer.
13. Waive informalities and irregularities in proposals.

This RFP does not commit the CITY to enter into a contract, nor does it obligate the CITY to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

### 13.0 QUALIFICATIONS OF FIRMS

The CITY reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or other capabilities which are considered necessary for the successful performance of the contract.

Any person, firm, corporation, Joint Venture, or other interested party that has been compensated by the CITY or a contractor engaged by the CITY for assistance in preparing this RFP Document and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to this RFP.

- The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Work.
- The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.
- Any other requirements as listed in the Scope of Work for this RFP Document

Failure to submit such items duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

**The *successful proposer*** will be responsible for obtaining a Garden Grove business license before work can begin. Information on obtaining a Garden Grove business license can be obtained by calling 714-741-5073.

## PROPOSAL REQUIREMENTS

### CONTENTS OF PROPOSAL

#### 1.1 GENERAL FORMAT OF PROPOSAL

The proposal shall constitute the Proposer's plan for completing the Scope of Work. Accordingly the Proposer should present the technical approach demonstrating a well-structured, reasonable Work plan. Proposers should refine and/or expand the Scope of Work in the RFP to reflect the particular plan they would use to perform the Work. Proposers shall address any problems that they envision to be associated with the Work citing specific suggestions for avoiding these problems.

Proposals shall be prepared on bound 8-1/2" x 11" paper, with all text clear of binding.

#### 1.2 PROPOSAL CONTENT

**Please use dividers to section off the different areas of the proposal so the information is easy to locate.** The Proposal shall have the following components:

- A. **Proposal Letter (Pages 12-13)** completed and executed by an authorized representative of the Proposer.
- B. **Bidder/Contractor Statement (Page 14)** this must be submitted with your proposal for your proposal to be considered complete
- C. **PROPOSAL PRICING Form (Pages 15-16) ATTACHMENT "B"** The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda. The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Work. **All lines of the Proposal Pricing Form must be complete or your proposal may be deemed as non-responsive.**
- D. **References** Please provide references of at least three law enforcement or government agency clients that you have provided the same type of services to within the last three years, including agency name, address, contact person's name, contact person's phone number and email address. **Please make sure that the information provided for your references is current and accurate.** References will not be considered if information provided is inaccurate. Please Do Not use the City of Garden Grove as a reference.

**E. Qualification Statement**

A qualifications statement indicating general work experience specifically relevant to the Scope of Work as required in the Scope of Work. List any major projects in which your firm has participated (either in a lead or support role and state the degree of involvement). Qualification statements shall be submitted for the Proposer, Subcontractors and Joint Venture partners.

**F. Work Plan/Technical Description**

The proposal shall include a Work Plan which would delineate the approach Proposer would utilize to complete the Work. The plan shall demonstrate the Proposer's understanding of the scope of services. As stated previously, it should refine and/or expand scope of services to reflect how Proposer would complete the Work. Subcontractors may not be used for these services.

**G. Proposed Manpower Analysis**

The Manpower Analysis shall include information regarding proposed person hours broken down by tasks that key staff is expected to devote to the Work. The plan should incorporate resumes of one page or less of the designated Project Manager and key project personnel including education, background, related experience, accomplishments and other pertinent information, and no more than two pages for the remaining information. Proposal should include an analysis of other commitments and availability for key staff.

**H. Sample Packet of GGPD Documents**

The original documents provided to the proposer to scan and demonstrate their work along with the DVD containing the scanned images must be returned back to the City and included in the RFP packet submitted by the proposer. Please include a copy of the DVD which all five copies of the proposal requested. Duplicate sample packets will not be provided for any reason.

- I. All documents and requirements as set forth in the Scope of Work, Pages 24-28.

Failure to submit such items duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

**RFP No. S-1166**

**CITY OF GARDEN GROVE**

**PROPOSAL REQUIREMENTS**

**PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE**

PROPOSER NAME:

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SANDRA SEGAWA, PURCHASING AGENT  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide Scanning and Document Management Services for the Garden Grove Police Department, per the Scope of Work which is attached as Attachment "A". We the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Work at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution, within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

The undersigned will also deliver to the CITY prior to the commencement of Scope of Work the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No. \_\_\_\_\_

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

_____	_____	_____
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

Proposer's Business Address  
and Telephone/Fax Numbers:

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Email Address)

**BIDDER/CONTRACTOR STATEMENT  
REGARDING INSURANCE COVERAGE  
(Submit with IFB/RFP Package)**

This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

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Please Print (Person, Firm, or Corporation)

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Signature of Authorized Representative

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Please Print (Name & Title of Authorized Representative)

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Date	Phone Number	Email
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Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: [sandras@garden-grove.org](mailto:sandras@garden-grove.org). This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove  
Attention: Sandra Segawa:  
Purchasing Division  
11222 Acacia Parkway  
Garden Grove, CA 92840

**NOTE:** All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

**"ATTACHMENT B"**  
**RFP NO. S-1166**  
**(Scanning Services/Document Management)**  
**PROPOSAL PRICING-Page 1 of 2**

Proposal must include ALL costs and fees associated with providing the services. **Any fees, costs or charges that are not identified in this proposal will NOT be considered or paid by CITY.**

**Please DO NOT change/alter this page in any way! This page must be submitted with your proposal.**

<b>PROPOSAL PRICING</b>	
<b>Proposal Pricing MUST be stated as follows:</b>	
<b>A) Scanning (per image)</b>	\$ _____
<b>B) One-Way Courier (per trip)</b>	\$ _____
<b>C) Keystroke (per keystroke)</b>	\$ _____
<b>D) Project Management Fee (flat fee)</b>	\$ _____

**Contractor must be able to provide all services requested. PARTIAL PRICING PROPOSALS WILL NOT BE ACCEPTED! ALL LINES ON THIS FORM MUST BE COMPLETED OR THE CITY RESERVES THE RIGHT TO DEEM YOUR PROPOSAL AS NON-RESPONSIVE.**

**ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES:**

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**Please provide a cost break down of how additional costs are calculated, if applicable. You may attached additional pages if needed.**

**ATTACHMENT B"**  
**RFP NO. S-1166**  
**(Scanning Services/Document Management)**  
**PROPOSAL PRICING-Page 2 of 2**

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations and may deem your proposal as non-responsive

BY: \_\_\_\_\_  
(Signature) Telephone Number \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Email Address)



## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **XXXXXXX** herein after referred to as "CONTRACTOR".

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to Provide Off-Site Scanning and Document Management Services for the Garden Grove Police Department.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The initial term of the Agreement shall be for **XX** calendar days from full execution of the agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with PROPOSAL PRICING form (Attachment B). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of XXXXXXXXXXXX Dollars (\$XXXXXX), payable in arrears and in accordance with PROPOSAL PRICING form, Attachment B. All work shall be in accordance with RFP No. S-1166.
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and

payment shall be based on schedule included in PROPOSAL PRICING form (Attachment B).

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### **4. Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in an amount not less than of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  - (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be

continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this

Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 1, Term and Termination, herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the

sum of one hundred fifty dollars (\$150.00) per day for each and every calendar day during which completion of the work is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

\\ \\ \\

(Agreement Signature Block On Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

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

**"CITY"  
CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

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

**"CONTRACTOR"  
XXXXXXXXXXXXXXXXXX**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Tax ID No. \_\_\_\_\_

Contractor's License: \_\_\_\_\_

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

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_

**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**RFP NO. S-1166 (Page 1 of 4)**

**Provide Off-Site Scanning and Document Management Services for the  
Garden Grove Police Department**

The Garden Grove Police Department (GGPD) is soliciting proposals from experienced firms capable of providing Scanning and Document Management Services in accordance with State and Federal laws concerning records and digitization requirements. This project consists of Police reports from 2006 through 2011 as well as archived reports dating from 1956 through 2005 and, all homicide reports dating from 1956 to current date. The scope of work consists of pick-up and delivery of documents, securing and protection of documents, storing and maintaining of documents, scanning and indexing of documents and shredding and destruction of documents as requested.

GGPD will select the most qualified vendor, which must perform professional services including, but not limited to:

1. Must scan documents into digital PDF files for archival purposes; preferably using the PDF/A format (ISO 19005).
2. Must be able to scan documents of various dimensions and density.
3. Must scan documents in black and white, gray scale or color, as dictated by the content of each page to capture its original content in the best settings possible.
4. Must provide costs of scanning per image.
5. Must provide scanned documentation to GGPD on standard DVD.
6. Must provide method of reporting documents scanned.
7. Must provide method of pick-up and delivery of documents and scanned files.
8. Must provide estimated turn-around time of completion after each pick-up and of entire job.
9. Must provide weekly updates once job is started.
10. Must store/maintain hard copy files for 60 days beyond the date a digital copy is provided to Police Department before shredding, for auditing purposes. Must store/maintain for an additional 60 days beyond the original retention data if the data disc fails the hard copy audit process.
11. Must destroy hard copies and digital copies including any digital images maintained on the scanner and/or any internal/external hard drives connected to the scanner.
12. Homicide cases yet to be adjudicated must be returned in original form, in addition to digital format, and shall not be shredded after scanning. List will be provided.



### **Estimated Amount of Work**

- The total image count estimate for years 2006 through 2011 is **2,305,600**. 2006 through 2008 files are located in two off-site bins approximately two miles from the Police Department.
- The total image count estimate for retained/archived files dating from 1956 to 2005 and all homicide reports is, **315,000**. These files are located in the PD rear parking lot connex box.

### **General Requirements**

- Vendor must show proof that they have been scanning/indexing records for at least five (5) consecutive years and for at least three (3) law enforcement or government agencies.
- Vendor will be required to perform scanning, indexing and QA within a 20-mile radius of the Police Department, located at 11301 Acacia Parkway, Garden Grove, CA 92840. This distance will be based on driving distance and not as the crow flies as measured by GGPD.
- Vendor must send a company employee for all pick up and deliveries because of the sensitive nature of the final product. No outside courier services may be used.
- Confidentiality: Vendor agrees to maintain the confidentiality of all Police Department records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this contract. All such records and information shall be considered confidential and kept confidential by Vendor and Vendor staff, agents or employees.

### **Experience / Qualifications**

Describe your company's experience and qualifications, including:

- Number of years the company has been in business.
- Number of years specifically scanning and indexing documents for law enforcement agencies.
- Number of law enforcement agency clients and how long you have been servicing those clients.
- References of law enforcement agency clients that you have scanned for, including agency name, address, contact name, contact phone number and email address.

### **Security and Training**

- Must provide Policy and Procedure for vetting employees.
- The Police Department's requirement is that all vendor employees having access to agency documents, both paper and digital, are LiveScan fingerprinted, pass a criminal background check, undergo and pass both Information Security training and testing. Must show proof of these for all employees in any way involved in the transport or processing of Police Department's documents.
- All scanning, indexing and QA must be performed within a 20-mile radius of the Police Department. (driving distance, not as the crow flies)

- Must give description of training process and methods for verifying successful completion of thorough training.

### **Methodology**

- Must provide a complete process flow for tracking the documents from pick up to delivery and while on your premises through the date of shredding and how that process will be completed in a secure manner.
- Must provide a complete process flow for tracking the digital content.
- Discuss your indexing procedures including validation and verification processes.
- Must adhere to GGPD's DR number naming conventions and QA checks and balances (audit of hardcopy files against digital files provided).
- Discuss your accountability process for tracking documents and files including storage of original files on your premises that are not going to be shredded after processing versus storage of original files on your premises that are going to be shredded 60 days after processing.

### **Standards**

- The Police Department must have access to all documents outsourced for scanning upon request, with a hard copy or electronic file provided within 24 hours of any such request to produce a file.
- All scanning, indexing and QA must be performed in the United States and we must be notified if any of these steps are being performed away from the main location within the 20-mile limit set.
- Minimum Resolution – 300 dpi
- File Type – PDF, preferably ISO 19005 PDF/A
- Must rotate images to upright position for readability, unless such rotation renders the image in a poorer quality than the original.
- Must deskew and despeckle images and apply background suppression where the image will be enhanced by such processes.
- Must provide manual image quality adjustment and QA of every image for clarity, quality, cut-offs or compression errors.
- Certificate of Authenticity image must be included with each DVD.

### **Quality Control**

The Police Department insists on a high level of quality control for images and indexing. Vendor's quality control measures shall meet the following criteria for all images:

- Images are of the same or better quality than the original.
- The Police Department will perform a QA audit of specific files from each year's workload and the associated indexing delivered by Vendor. If the Department discovers unacceptable images, the Vendor, at no additional cost to the Department, will correct all such unacceptable images and documents. If two additional scan attempts to improve quality are unsuccessful, the Vendor may add an image stating "Poor Quality Original". This option should be the rare exception; and is not to be used as a substitute for thorough and accurate scanning. All documents where this option is used shall be retained

and returned to the Police Department for review before shredding. In addition, the Department reserves the right to conduct further QA auditing of the files delivered and will require the Vendor to store such files for up to 120 days after scanning to facilitate any such audit at no further cost to the Department.

### **Pick-up/Return of Files**

- Vendor must pick-up original documents according to an established schedule.
- Vendor must provide a document manifest as proof of pick-up to be signed by the Vendor staff and Department staff at the time of pick-up.
- If requested by the Department, the Vendor must return original documents after scanning and provide a document as proof of return to be signed by the Vendor staff and Department staff at the time of return.
- **Time is of the essence. Vendor must provide a timeline for completion of the entire job. The Vendor understands that the final contract will have liquidated damages assessed.**
- No courier service or subcontractor shall be used in fulfilling this contract; only properly vetted Vendor staff may be used.

### **Scanning Process**

- All documents must be scanned in the order found in the report jacket.
- All documents in each report jacket will be scanned into a single PDF file that is named after the jacket's report number. For example: 1500272.pdf.
- Vendor must enhance any "low quality" images that are determined, by the Vendor, to have enough quality to produce a readable digital image.
- Vendor must scan pages containing full color images or text in full color scan settings, pages containing gray scale images in 256 gray scale scan settings, and pages containing neither color images or text nor gray scale in black images will be scanned in and black and white scale settings.
- Vendor must complete the project (scanning/indexing 2006 through 2011 reports and Homicide reports) within the agreed upon term or liquidated damages will apply.

### **Delivery of Images**

- Vendor must deliver images in agreed upon format and within agreed upon timelines.

### **Loss and Damage Prevention Plan to Protect Paper and Electronic Records**

- Must provide proof of loss and damage prevention plan.
- The Department will only inspect the facilities of the finalists to ensure compliance with all fire regulations as well as measures to reduce risk of flooding or water damage.

### **Cost**

- Vendor must complete and submit the Proposal Pricing Form included as ATTACHMENT B. Please include all costs associated with performance of the contract. Additional pages may be attached if needed to explain these costs.

Non-disclosure of all costs during the RFP process could result in disqualification.

### **Sample Packet of GGPD Documents**

- Sample packets will only be provided to those companies who attend the mandatory pre-proposal meeting. Proposers will be notified by email when they can come to City Hall to pick up and sign for the sample packet. Those companies will receive numbered identical packets containing documents varying in size, legibility, and texture. These documents must be returned to GGPD in the same condition received by the vendor. The scanned files must be returned in the form of a DVD and included in the RFP packet submitted to the City. Documents and scanned files will be reviewed and evaluated by the Police Department for compliance with the RFP guidelines. ***Duplicate sample packets will not be provided for any reason.***

**APPENDIX A**

**SAMPLES INSURANCE CERTIFICATES AND  
ENDORSEMENTS**

**ACORD** CERTIFICATE OF LIABILITY INSURANCE DATE (M/DD/YYYY)

PRODUCER: \_\_\_\_\_ THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE PROVIDED BY THE POLICIES BELOW.

INSURED:  **Insured Name**  
Should be exactly the same as in contract.

INSURER D: \_\_\_\_\_  
INSURER E: \_\_\_\_\_

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED UNDER THE POLICIES DESCRIBED. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.

**Policy Expiration Date**  
Is the policy still current?

NOTWITHSTANDING THIS CERTIFICATE MAY BE ISSUED ON OTHER CONDITIONS OF SUCH

TYPE OF INSURANCE	POLICY NUMBER	EACH OCCURRENCE	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROD. <input type="checkbox"/> LOC	<span style="border: 2px solid red; border-radius: 50%; padding: 10px; display: inline-block; width: 80px; height: 60px;"></span>	FIRE DAMAGE (Any one fire) \$ _____ MALICIOUS EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GEN'L AGGREGATE \$ _____ PRODUCTS - COMP/OP AG \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUT <input type="checkbox"/> SCHEDULED AUT <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AU	<b>Policy Number</b> Should be clearly visible and match endorsement	COMBINED SINGLE LIMIT (Per accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  <b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ _____ RETENTION \$ _____		EMPLOYERS' LIABILITY EL EACH ACCIDENT \$ _____ EL DISEASE - EA EMPLOY \$ _____ EL DISEASE - POLICY LIM \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
<b>OTHER</b> Professional Liability & Contractors Pollution Liability		Each Claim Aggregate Each Claim Product.	\$ _____ \$ _____

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSION: \_\_\_\_\_

**Cancellation wording**  
Is it properly amended?

CERTIFICATE HOLDER:  **Certificate holder must match entity in contract**

11222 Acacia Parkway  
Garden Grove, CA 92840  
USA

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

**CANCELLATION 10 days NOC for non-payment of premium.**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER SHALL BE RESPONSIBLE TO MAIL 30 DAYS BEFORE TO THE CERTIFICATE HOLDER NAMED ON THE LEFT \_\_\_\_\_

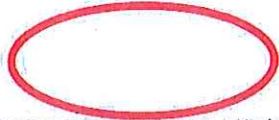
AUTHORIZED REPRESENTATIVE: *[Signature]*

ACORD 25-S (7/97) Katharine © ACORD CORPORATION 1998

SAMPLE

Policy number is clearly stated on Commercial General Liability Endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY  
CG 20 28 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

City of Garden Grove, it's officers, officials, employees, agents and  
volunteers.

Information required to complete this Schedule, if not shown above will be shown in the Declarations

Schedule required with listed information

Section II – Who Is An Insured is amended to be as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**SAMPLE**

Stated as Primary and Non-contributory

~~THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.~~

**PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that insurance provided by any additional insured endorsement is primary coverage. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

**SAMPLE**

**Very Important:**

The endorsement must be primary and non-contributory.

Please clearly show the policy number on the endorsement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CG-F-65 (08-03)

Policy Number:

Transaction Effective Date



Policy number is clearly stated.  
Does it match the insurance certificate?

POLICY NUMBER:



ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ENTITY – EARLIER NOTICE OF  
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies Insurance provided under the following:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:**

Number of Days Notice: **30**

**WHEN WE DO NOT RENEW (Nonrenewal):**

Number of Days Notice: **30**

**NAME: CITY OF GARDEN GROVE**

**ADDRESS: P.O. BOX 3070 GARDEN GROVE CA 92842**

**Attention: Risk Management**

Schedule required with  
listed information

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any

applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Policy number is clearly stated on endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL AUTO  
CA 20 48 02 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person of the Coverage Form. This endorsement changes the below.

Signature required

for the Who Is An Insured Provision of the Coverage Form, unless another date is indicated

Endorsement Effective:	Comma/signed By:
Named Insured:	(Authorized Representative)

### SCHEDULE

Name of Person(s) or Organization(s):

City of Garden Grove, it's officers, officials, employees, agents and volunteers.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Schedule required with listed information

Policy number is clearly stated on Commercial General Liability Endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

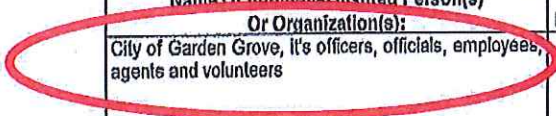
**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, it's officers, officials, employees, agents and volunteers	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	



Schedule required with listed information

Location as stated in Contract

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**SAMPLE**