

Prepared by: Danielle Garcia Date: 7/19/14

Authorized by: [Signature] Date: [Signature]

Person to contact if questions arise: Danielle Ext: 75207

Deliver order to: Dept: [Signature]

Required delivery by: Equip # [Signature]

Purchase Requisition PR # 73402

Requesting Dept: IT

Suggested Vendor: American Paper Imaging

Phone # 213-247-4490 Inc.

Web Site: amipaperless.com

For use by Purchasing Dept. only

PO # DATE:

L	QTY	DESCRIPTION	APPROX. PRICE EA.
Account Number: 1241520-7 (8871341, 38) per attached breakdown			<input type="checkbox"/> apply to entire order
1		Electronic Document Management System	66,725.00
2		Document Scanning Services	49,475.00
3		Software Maintenance & Support	13,141.00
4			
Account Number:			for lines 5 - 7
5			
6			
7			

Additional Instructions / Comments:

Agreement approved by Council 10/31/14.
Renewal terms.

Estimated Tax

Estimated Shipping

Estimated Total

NOTE: PLEASE PROVIDE ALL QUOTES YOU MAY HAVE.

PR 73402 – Document Management System
American Microimaging

MUED Accounts (per attached email)

10% - \$9,530	209400	5760
25% - \$23,825	509403	5760
15% - \$14,295	529402	5760
10% - \$9,530	101400	5760
24% - \$22,872	252400	5760
12% - \$11,436	253400	5760
4% - \$3,812	254400	5760
100% = \$95,300		

IT Accounts

\$34,040 – 604520 7080

Per Council Report Attachment:

Total Project Cost, Allocated by Department		
Municipal Utilities and Engineering Department:		
<u>Service</u>	<u>Cost</u>	<u>Description</u>
Server Software (\$5,000 @ 75% usage)	\$ 3,746.25	MS-SQL Core Laserfiche Platform
20 Named Users (@ \$650 each)	\$ 13,000.00	User license + forms module + web access
Client Web Portal (\$15,000 @ 50% usage)	\$ 7,500.00	Allows users to access documents over the web
	\$ 4,000.00	Software module within Laserfiche that allows automation of manual forms
Forms Portal (\$8,000 @ 50% usage)	\$ 264.00	Connect any network scanner (up to 2) to the Laserfiche software
ScanConnect (2 @ \$132 each)	\$ 12,600.00	For implementation, configuration, testing and training
Profession Services (56 hours @ \$225 per)	\$ 7,490.37	Annual amount due includes up to 30 hours in professional services support to adjust the system
Annual Maintenance and Support (57% of cost)	\$ (2,775.00)	
AMI Discount	\$ 49,475.00	
Document Scanning Services	\$ 95,300.62	
Total		
Development Services Department:		
<u>Service</u>	<u>Cost</u>	<u>Description</u>
Server Software (\$5,000 @ 25% usage)	\$ 1,248.75	MS-SQL Core Laserfiche Platform
5 Named Users (@ \$650 each)	\$ 3,250.00	User license + forms module + web access
Client Web Portal (\$15,000 @ 50% usage)	\$ 7,500.00	Allows users to access documents over the web
	\$ 4,000.00	Software module within Laserfiche that allows automation of manual forms
Forms Portal (\$8,000 @ 50% usage)	\$ 396.00	Connect any network scanner (up to 2) to the Laserfiche software
ScanConnect (3 @ \$132 each)	\$ 1,190.00	Automatically identify and sort forms, customize information capture for specific forms and optimize the quality of scanned images
QuickFields - Automation (2 @ \$595 each)	\$ 3,390.00	Enables automatic lookups to scan and assimilate a group of like documents at the same time
QuickFields - Barcode Validation (2 @ \$1695 each)	\$ 1,190.00	Allows user to query realtime information in City Works related to any particular document
QuickFields - Realtime Lookup (2 @ \$595 each)	\$ 9,000.00	For implementation, configuration, testing and training
Profession Services (40 hours @ \$225 per)	\$ 5,650.63	Annual amount due includes up to 30 hours in professional services support to adjust the system
Annual Maintenance and Support (43% of cost)	\$ (2,775.00)	
AMI Discount	\$ 34,040.38	
Total		
Grand Total	\$129,341.00	

Garcia, Danielle

From: Baker, Patty
Sent: Tuesday, September 23, 2014 11:50 AM
To: Garcia, Danielle
Cc: Diggs, Chris
Subject: RE: Acct Numbers for Doc Mgmt

Danielle,

Below are the account numbers for document management. If you have any questions please let me know.

10%	209400	5760
25%	509403	5760
15%	529402	5760
10%	101400	5760
24%	252400	5760
12%	253400	5760
4%	254400	5760
100%		

Thank you,
Patty Baker
Management Analyst
City of Redlands Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
(909) 798-7527x4
pbaker@cityofredlands.org



From: Garcia, Danielle
Sent: Monday, September 22, 2014 3:36 PM
To: Baker, Patty; Diggs, Chris
Subject: RE: Acct Numbers for Doc Mgmt

Sorry for the rush, but we are trying to get a PO cut as soon as possible in order to turn in a payment to Finance before this week's check run. Please let me know if you have an account number in mind for MUED's portion.

Thank you,

Danielle Garcia
Chief Innovation Officer
City of Redlands
dgarcia@cityofredlands.org

From: Garcia, Danielle
Sent: Friday, September 19, 2014 10:59 AM

To: Baker, Patty; Diggs, Chris
Subject: Acct Numbers for Doc Mgmt

Patty / Chris,

What account number would you like us to list on the purchase requisition for AMI – document management system?

The total for MUED is: \$95,300 (\$45,825 in software/licensing and \$49,475 in document scanning services).

Please let me know, the first payment is due before 9/30.

Thank you,

Danielle Garcia
Chief Innovation Officer
City of Redlands
dgarcia@cityofredlands.org

Development Allocation – Sean Kelleher, of the Development Services Department, presented background on a recommendation for a Residential Development Allocation (RDA) to BROSH SOCAL Properties, Inc. On motion of Mayor Pro Tem Foster, seconded by Councilmember Gardner, the City Council unanimously approved, by roll call vote, RDA 2014-III-01 allocating six units to BROSH SOCAL Properties, Inc. for Tentative Tract No. 18969, a project located on 1.82 acres located at the southeast corner of East Highland Avenue and Redlands Street in the R-S (Suburban Residential) District.

Document Management – Innovation Technology Director Danielle Garcia introduced a proposal to implement an electronic document system for the Development Services and Municipal Utilities and Engineering Departments. On motion of Mayor Pro Tem Foster, seconded by Councilmember Gardner, the City Council unanimously approved, by roll call vote, an agreement between the City of Redlands and American Microimaging, Inc., in the amount of \$129,341.00, to implement an electronic document management system and scan backlog files.

Temporary Staffing – Human Resources Director Amy Martin provided an overview of temporary staffing requirements. On motion of Mayor Pro Tem Foster, seconded by Councilmember Gardner, the City Council unanimously approved, by roll call vote, agreements between the City of Redlands and Labor Ready and between the City of Redlands and Arrow Staffing to provide temporary staffing through June 30, 2016.

Alley Project – Tabitha Kevari, of the Quality of Life Department, presented details on an Orange Street Alley Project. On motion of Mayor Pro Tem Foster, seconded by Councilmember Gardner, the City Council unanimously approved, by roll call vote, the conceptual design plan for the Project as presented.

Airport Grant – Ben Matlock, of the Quality of Life Department, provided an update on a grant application for capital improvements at the Redlands Municipal Airport. On motion of Mayor Pro Tem Foster, seconded by Councilmember Gardner, the City Council unanimously approved, by roll call vote, the acceptance of a Federal Aviation Administration Airport Capital Improvement grant award of \$150,000.00, and an additional appropriation in the same amount.

Fee Waiver – Dave Jaffe, of the Quality of Life Department, presented a fee waiver request for youth football. On motion of Mayor Pro Tem Foster, seconded by Councilmember Gardner, the City Council unanimously approved, by roll call vote, a request from Redlands Pride AAU Football for the waiver of all fees associated with the use of the Texonia Park south field for football practices and games from September 17, 2014 to December 4, 2014.

Gateway Improvements – Ross Wittman, from the Municipal Utilities and Engineering Department, presented an overview of the Interstate 10 Underpass Beautification Project. On motion of Mayor Pro Tem Foster, seconded by

REQUEST FOR COUNCIL ACTION

SUBJECT: CONSIDERATION OF AN AGREEMENT WITH AMERICAN MICROIMAGING INC. FOR ELECTRONIC DOCUMENT MANAGEMENT

MOTION:

I move City Council approve a two-year agreement with American Microimaging, Inc., with the option to extend the agreement for three additional years, to implement an electronic document management system and scan backlog files at a cost of \$129,341 during the initial 24 months.

RECOMMENDATION:

Staff recommends City Council approve a two-year agreement with American Microimaging, Inc., with the option to extend the agreement for three additional years, to implement an electronic document management system and scan backlog files at a cost of \$129,341 during the initial 24 months.

DISCUSSION:

As a part of the recommended improvements for Applications and Departmental Systems, the IT Master Plan sets forth the initiative of procuring and implementing an electronic document management system. This system can be used for the obvious benefits of scanning and document storage, but potential exists to gain efficiencies in actual workflow processes, records management, paper costs, and disaster recovery efforts.

To illustrate, over the past several decades the Municipal Utilities and Engineering Department (MUED) and the Development Services Department (DSD) has acquired vast amounts of files relating to the City's utilities, development, traffic engineering, city facilities, and various other department functions. Because of the volume of files retained by the department, viable office space is often used for document storage.

In order to address this issue, staff released a request for proposals (RFP) for document management and scanning services on May 12, 2014 and received 4 responses on May 29th. The RFP consisted of two main components: document management software (training, licenses, and implementation) and document scanning (to digitize the current backlog of files).

The responses were evaluated by professional and technical staff for adherence to the specifications included in the RFP. Other evaluation criteria included: relevant project and public sector experience, demonstration of understanding the City's needs, and references. The evaluations of the document management system were based on a best value method of procurement, seeking the highest professionally ranked firm with the best / lowest cost price proposal.

Table 1: Best Value Ranking – Document Management

Vendor	Rank
AMI, Inc.	#1
DataBank IMX	#2
eGennaker	#3
Smart File	#4

From the results above, American Microimaging, Inc. (AMI) represented the best value to the City.

Through the process of determining the specific licensing requirements, a cost proposal of \$129,341 was presented to the City by AMI based on unit costs provided for in the original RFP. This covers: 25 user licenses, scanning of 360,000 documents, addition of a module to automate several manual processes, and tools to automate the manual scanning process.

The goal of this procurement is to secure a single document storage system that can be utilized Citywide. To deploy this system, a multi-year agreement with renewal options represents the most cost effective approach as it will avoid duplicative systems and ensure fixed pricing throughout the term. Staff is recommending a two year agreement with three one-year optional renewal extensions. The terms are specified below:

Department	Term	Service	Cost
MUED	Initial 24 months	Scanning and Software	\$95,301
DSD	Initial 24 months	Software and Scanning Automation Tools	\$34,040
Others*	Renewal Terms	To Be Determined	
Total Cost – Initial Term			\$129,341

* For any additional optional one-year renewal terms, the City will pay for additional implementations in other departments according to unit costs included in the Agreement's Exhibit B (subject to City Council approval).

The City will realize cost savings and efficiencies in the following three categories:

Category	Description of Savings	Total Savings
Staff Time	Time spent researching Public Records Act Requests (~60 per year at .67 hours each at an average fully burdened wage of \$50.34)	\$2,023.67 Annually
Supplies Costs	MUED paper usage (reduce 30-40% of 109 reams used)	\$1,244.95 Annually
Office Space	Market value of similar office space (\$165/sq. ft. @ 400 sq. ft.)	\$66,000.00 one-time
Total Savings Across Categories		\$69,268.62

This project is included as Initiative #23 on a list of initiatives for fiscal year 2014-2015 in the Information Technology Master Plan (IT Master Plan).

FISCAL IMPACT:

Funding for the initial MUED implementation has been included in the MUED FY 2014-2015 budget and funding for the second DSD implementation has been included in the IT Department's operating budget.

STRATEGIC PLAN:

Supports Objective C-1: Implement Information and Communications Technology Upgrades

- Identify 50% redundant data capture and integrate data resources from multiple applications.

This project represents progress made towards a unified system of data capture and management. It will contribute towards integrating documents into City enterprise applications, for example: Cityworks, Agenda Management, Oracle Contract Management, etc.

ATTACHMENTS:


- A. Agreement with American Microimaging, Inc.
- B. Cost Breakdown for Services – Development Services Department and Municipal Utilities and Engineering Department

Prepared by:



DANIELLE GARCIA
Chief Innovation Officer

Recommended by:



N. ENRIQUE MARTINEZ
City Manager

Prepared by:



FRED MOUSAVIPOUR
Municipal Utilities & Engineering Director

Reviewed by:



DANIEL J. MCHUGH
City Attorney

Reviewed by:



TINA T. KUNDIG
Finance Director

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of document scanning and management services associated with the City of Redlands' ("Agreement") is made and entered in this 16th day of September, 2014 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and American MicroImaging, Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide certain document scanning services and implementation of a document management system for City's Innovation and Technology Department (the "Services") as set forth in Exhibit "A," entitled "Scope of Services, which is attached hereto and incorporated herein by reference.
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.
- 1.3 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to State prevailing wage laws.

ARTICLE 2 – RESPONSIBILITIES OF CITY

- 2.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 2.2 City designates Danielle Garcia, Chief Innovation Officer, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 3 – PERIOD OF SERVICE

- 3.1 This Agreement shall commence on its Effective Date and shall have an initial term of two (2) years (the "Initial Term"). City shall have the right to extend the Initial Term of this Agreement for three (3) successive one (1) year terms (each, a "Renewal Term") on the same terms and conditions of this Agreement by providing not less than thirty (30) days written notice to Consultant prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and the Renewal Terms are collectively referred to herein as the "Term."

ARTICLE 4 – PAYMENT AND NOTICE

- 4.1 Compensation for Consultant's performance of Services during the twenty four (24) months of the Initial Term shall be as follows: (1) Ninety Five Thousand Three Hundred dollars (\$95,300) for Consultant's document scanning and implementation, licensing and training for a document management system for City's Municipal Utilities and Engineering Department; and (2) Thirty Four Thousand Forty dollars (\$34,040) for the implementation and licensing of the equivalent document management system for City's Development Services Department. Compensation for Consultant's performance of Services for any Renewal Term shall be based upon the fixed rates set forth in Exhibit "B" which is attached to this Agreement.
- 4.2 Consultant shall submit invoices to City describing the Services performed during the preceding period. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom, and a description of reimbursable expenses related to the project.
- 4.3 At any time during the Term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work which is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Services do not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Services may be agreed to by the Parties, by written amendment to this Agreement, executed by the City Manager. Consultant shall not perform, nor be compensated for, Extra Services without such written authorization from City. Examples of Extra Services include: additional scanning services, the addition of modules to increase productivity, automation of internal workflows, and possible integration with the Cityworks permitting process and other enterprise software. All payments made by City to Consultant after the Initial Term months or in excess of the amounts specified in Section 4.1 hereof, shall be based upon the fixed rates set forth in Exhibit "B" of this Agreement.
- 4.4 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Danielle Garcia, Chief Innovation Officer
Department of Innovation and Technology
City of Redlands
35 Cajon Street, Suite 222
P.O. Box 3005 (mailing)
Redlands, CA 92373

Consultant

George Bandarian II
President & CEO
1125 West 6th Street, Suite 200
Los Angeles, CA 90017

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 4.4.

ARTICLE 5 – INSURANCE AND INDEMNIFICATION

- 5.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 5.2 Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall provide City with Exhibit "D," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.
- 5.3 Consultant shall secure comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 5.4 Consultant shall secure professional liability insurance in the amount of One Million Dollars (\$1,000,000) per claim made.
- 5.5 Consultant shall secure business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 5.6 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission, or willful misconduct, of Consultant, or its officers, employees and agents in performing the Services. Except to the extent of the foregoing indemnification obligation, to the maximum extent allowable under applicable law, City agrees that Consultant shall not be liable for any monetary damages in excess of the amounts paid to Consultant under this Agreement. City agrees that Consultant shall not

be liable for lost profits, lost opportunities, consequential or incidental damages resulting from Consultant's performance under this Agreement.

ARTICLE 6 – CONFLICTS OF INTEREST

- 6.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 6.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize the City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 6.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 7 – GENERAL CONSIDERATIONS

- 7.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

- 7.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement.
- 7.3 Documents, records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 7.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 7.5 Unless earlier terminated as provided for below, this Agreement shall terminate on August 18, 2016; provided, however this Agreement may be terminated by City, in its sole discretion, by providing ten (10) days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 7.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 7.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such

matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

- 7.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 7.9 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

American MicroImaging, Inc.

By: _____
Pete Aguilar, Mayor

By: _____
George Bandarian II, President and CEO

ATTEST:

Sam Irwin, City Clerk

Exhibit A – Scope of Services

Scanning and Document Management Services

September 2014

Project Description

American Microimaging, Inc. (AMI) will provide document and large format scanning services on a contract basis beginning with the Municipal Utilities and Engineering Department (MUED). To provide Business Continuity, Document Access and Day Forward Digital Governance of MUED documentation, AMI will deliver a Document Management System to import the MUED records with searchable text and indexing. This system will be designed, implemented, trained and supported to provide a foundational repository for MUED; scalable for all departments across the City over multiple phases.

The City MUED Document Management Project consists of:

- 1: Digitization of Documents – Letter, Legal and Tabloid sizes- 325,000 pages
- 2: Digitization of Large Format – D-size Drawings, Plans and Maps - 29,000
- 3: Laserfiche Design, Implementation, Training and Support
 - a. Migration Services of Digital Images
 - b. Forms Implementation for Named Users
 - c.

The City DSD Document Management Project consists of:

- 1: Laserfiche Design, Implementation, Training and Support
 - a. Migration Services of Digital Images
 - b. Forms Implementation for Named Users

Digitization Scanning Services

Scanning Services Assumptions

- Work will be done at AMI
- Volume – 325,000 pages and 29,400 D size Large format images
- Current Filing Structure
 - In folders and flat files.
 - Will be boxed for pickup
 - Boxes will include a manifest of the contents
- Document Census
 - Size – 8.5"x11", 8.5"x14", 11" x 17" and "D" size drawings
 - Color – Small percentage
 - DPI – Documents minimum of 200 with Large Format 300
 - Types – Contract, Forms, Binders, Maps, Plans, Drawings
 - Documents bound with staples and clip
 - Maps folded down to legal size
 - Some documents comb bound and some in binders

- **Timeline**
 - **Start:** Sept 1, 2014 Target
 - **End:** TBD
- **Project Management**
 - **AMI/Client Kickoff Meeting**
 - **AMI Begins work**
 - **Initial Pick up**
 - **AMI/Client Weekly Report – identifying work and volume completed and exceptions**
 - **Document export**
 - **Document Disposition**
 - **AMI/Client Project Wrap up meeting**
 - **Final return of documents**
- **Production Days**
 - **Approximately 12 weeks**

Client Responsibilities

- **Client will provide access to current files**
- **Client will provide indexing methodology**
- **Client will provide collateral inboxes with manifest of contents for each box**
- **Client to QC images and provide any error or rework requests within 30 days of delivery.**

Methodology

1. **Securing Document – Documents will be picked up City of Redlands MUED Dept.**
2. **Inventory**
 - a. **Supervisor or Team Lead will inventory and log boxes once received and compare to Manifest/Inventory**
3. **Preparation**
 - a. **Documents will be removed from their fasteners and processed in accordance with the methodology determined**
 - b. **Files will be separated at Folder level**
4. **Scanning**
 - a. **Scan at 200-300 DPI**
 - b. **Documents will be placed back in their folders for return to client.**
5. **Index**
 - a. **Manual index is based on index file**
 - b. **Client supplies index/box manifest with each box**
6. **OCR**
 - a. **Processed by system**
7. **Tag & Rescan**
 - a. **AMI will use standard quality control measures to ensure documents in each file are scanned and as readable as the original paper document.**
 - b. **AMI will perform 100% Image QC to fix pages that have data that is not legible**
8. **Deliverables**
 - a. **AMI will provide initial sample delivery to serve as Benchmark samples for approval.**
 - b. **AMI will supply back documents in electronic format (Group IV Tiff)**

- c. Import of electronic files is an option to discover
- 9. De-Prep
 - a. Documents returned to boxes in sequence unbound
- 10. Hardcopy Disposition
 - a. AMI returns files to client on completion
- 11. Image Disposition
 - a. After 30 days of delivery to Client, AMI will delete local copy of images.
- 12. Document Request
 - a. No Charge per request up to 8 per week with 4 hour turnaround to e-mail or fax

**AMI/Laserfiche ECM
SCOPE OF SERVICES**

PROJECT DESCRIPTION

City of Redlands is contracting AMI to provide up to 56 hours (Seven (7) days) of Consulting Services to be used for implementation of the Laserfiche Electronic Content Management solution. The objective of this scope (referred to as Phase 1) is to digitize the MUED department documents and populate into the configured Laserfiche Avante repository. AMI will train MUED personnel to utilize the system for access and adding documents on a Day-Forward basis. MUED seeks to utilize Laserfiche forms internally and will identify specific projects to implement in future phases. The City intends to expand into other departments which will be scoped out separately.

Departments within Scope:

- Municipal Utilities Engineering Department and the Development Services Department

Departments out of Scope:

- All Others

Services to be rendered:

- Planning & Project Management
- Discovery & Requirements Analysis
- Design
- Build
 - Installation
 - AMI will install all server products
 - CLIENT will be trained to install User/Client products
 - Configuration
- Testing
 - AMI will test functionality
 - CLIENT and Users test for acceptance
- Training
 - AMI will provide IT training on:
 - Administration & Support
 - User Functionality
 - CLIENT responsible for Rollout Training to Users

- Documentation
 - AMI will provide system/design documentation
 - CLIENT will provide How-To Guides and User manuals
- Closeout – final acceptance, knowledge transfer, hand-off, cutover to maintenance

Functionality Delivered

- One (1) Laserfiche Server with one (1) repository.
 - File Plan
 - Folder structure
 - Template design and metadata fields
 - Content Capture
 - Scanning, Snapshot, and Electronic Documents
 - Quickfields configuration of 2 sessions
 - Barcodes to separate documents
 - Realtime Lookup into CityWorks DSD Database
 - City to provide queries into CityWorks
 - Scalability
 - Architecture suited for expansion across the enterprise
 - Security
 - Search
 - Metadata field search
 - Full-text OCR search
 - Document Name and Folder name search
 - Combination search
 - Saved searches
 - Forms Portal
 - Form creation of 1 form of 10 or less fields
- Basic routing of 1 form with 4 or less stepWeb Products
- Web Access

Weblink (Public Portal) Out of Scope Items

- No additional time will be spent reading pages, including separating files or discarding duplicates.
 - Items that are considered 'Non-Standard' will be boxed and excluded from file scanning
- Workflow – while Laserfiche Workflow comes standard with purchase, it will not be implemented in Phase 1.
- Common products not being purchased or implemented:
 - Records Management
 - Quick Fields
 - Agenda Manager
- Scope of work does not include any specific Custom Integration with City Line of Business applications

- Any other Customizations or Custom Software

Client Responsibilities

1. Client will allocate sufficient resources to help AMI and participate in implementation by providing information and spending time on various tasks (i.e. requirements analysis, testing, documentation, and training) through in-person and phone meetings, in-person and online training and support, and, e-mail communication.
2. Client will dedicate a Laserfiche Administrator who will be trained and will function as the first line of support for Client staff. The Laserfiche Administrator will be the primary interface on technical support issues between Provider and Client.
3. Unless otherwise contracted through a new Statement of Work, Client will be responsible to make changes once initial implementation project has been accepted and completed.
4. Client will provide physical and/or virtual servers meeting recommendations or minimum requirements
5. Client will provide MS-SQL Server software with appropriate licenses
6. Client will perform installation of Laserfiche Client on client stations
7. Client will set up backups of Laserfiche data in accordance with Clients' backup standards. Client will perform test restores to ensure proper functioning of Laserfiche backups.
8. Client will provide IT technical assistance as needed during implementation for any network issues
9. Client will be responsible for items above referring to "CLIENT"

Change Orders

Any departments, services, products and functionality not included can be added at any time. Such request or any other change to above will be considered out of scope and undergo a Change Order process requiring written documentation, additional product/service cost and approval from both sides.

Exhibit B - Consultant's Rate Schedule



AMI's Laserfiche Enterprise Content Management Solution	
Laserfiche Enterprise Content Management Software	\$ 50,675.00
Laserfiche Avante Server Software (MS SQL) - core Laserfiche platform and server software	
25 Named Users - user licenses, e mail ability, and ability to print any electronic document into Laserfiche	
Workflow - automates document routing routing and approval	
Client Portal with 10 Concurrent Users - includes Web Portal and 10 Web retrieval concurrent connections	
Forms and Forms Portal - allows Proctors to use eForms and internal staff to review/approve forms	
Web Access - allows browser based access to Laserfiche repository for named users, includes SharePoint integration	
ScanConnect - connects scanners to Laserfiche	
QuickFields - automates document scanning, (2)	
QuickFields - Barcode validation module, (2)	
QuickFields - RealTime Lookup validation module, (2)	
Professional Services	\$ 21,600.00
Up to 96 Hours of Professional Services for Implementation	
Hours to be used for Project Mgmt, Requirements Analysis, System Design, Installation, Configuration, Testing & Training	
Software and Services Investment Sub-Total	\$ 72,275.00
Special Discount - good until 9/30/14	\$ (5,550.00)
Software and Services Investment Total	\$ 66,725.00
1 Year VIP Priority Support covering:	\$ 13,141.00
Software Maintenance - includes technical support ability with Laserfiche through AMI and upgrade license and CD	
Help Desk (Phone), Remote Login and E mail Technical Support for issues & Updates (includes up to 30 hours)	
Investment Total	\$ 79,866.00
Optional	
Laserfiche Software	
Additional Named Users - includes Web Access and Forms functionality	\$ 650.00
Forms Authenticated Users	\$ 200.00
Additional Professional Services for Define, Design, Develop, Deploy Laserfiche per hour	\$ 225.00
Additional BPO Services for Scanning, Indexing or Preparation per hour	\$ 30.00

Subject to appropriate shipping and taxes, includes travel and expenses

Implementation Date:

September 2014

Terms of Payment:

Software, scanner and maintenance due upon signing
Services will be billed as serviced rendered and due Net 30 days of
invoice date

Acceptance:

City of Redlands

American MicroImaging, Inc.

Authorized Signature

Name (please print)

George Bandarian II

Title

President

Date

August 11, 2014

**Exhibit B -
Consultant's Rate Schedule**

Service	Unit Price	Units	Quantity	Extended Price	Notes
A: Documents Measuring 8.5"x11", 8.5" x 14", and 11"x 17"					
1. Setup or Start-Up Costs	\$ 500.000	Per Records Series	4	\$2,000.00	
2. Preparation Costs For Documents	\$ 0.025	Per Page	325,000	\$8,125.00	
3. Scanning Costs	\$ 0.030	Per Page	325,000	\$9,750.00	
4. Scanning Costs- Double Sided Pages	\$ 0.050	Per Page	32,500	\$1,625.00	
5. Reassembly of Documents	\$ -	Per Page		\$0.00	Includes placing back in original order in box
6. Index of Documents	\$ 0.020	Per Field	65,000	\$1,300.00	With up to 10 characters
B: Plans - 2' by 3' Drawings					
1. Setup or Start-Up Costs	\$ 500.000	Per Records Series	2	\$1,000.00	
2. Preparation Costs For Documents	\$ 0.025	Per Page	29,000	\$725.00	
3. Scanning Costs	\$ 0.600	Per Page	29,000	\$17,400.00	
4. Scanning Costs- Double Sided Pages	\$ 1.200	Per Page		\$0.00	
5. Reassembly of Documents	\$ -	Per Page		\$0.00	Includes placing back in original order in box
6. Index of Documents (per field)	\$ 0.020	Per Field	87,000	\$1,740.00	With up to 10 characters-(87000-3 fields per plan)
C: Miscellaneous Documents (i.e. Other Sizes, etc)					
1. Setup or Start-Up Costs	\$ 500.000	Per Records Series		\$0.00	
2. Preparation Costs For Documents	\$ 0.025	Per Page		\$0.00	
3. Scanning Costs	\$ 0.030	Per Page		\$0.00	
4. Scanning Costs- Double Sided Pages	\$ 0.050	Per Page		\$0.00	
5. Reassembly of Documents	\$ -	Per Page		\$0.00	Includes placing back in original order in box
6. Index of Documents	\$ 0.020	Per Field		\$0.00	With up to 10 characters
D. Additional & Optional Services					
Pickup & Delivery	\$ 125.000	Per Roundtrip	4	\$500.00	Includes up to 50 boxes
Special Handling	\$ 30.000	Per Hour		\$0.00	Per Imaging Staff member
Boxing and Manifesting	\$ 30.000	Per Hour		\$0.00	Per person plus travel and expenses
Setup/Startup, Management & Project Management	\$ 100.000	Per Hour		\$0.00	If necessary after base Records Series setup
Special Handling	\$ 30.000	Per Hour		\$0.00	Per Imaging Staff member
Boxing and Manifesting	\$ 30.000	Per Hour		\$0.00	Per person plus travel and expenses
Reassembly of Documents	\$ 0.015	Per Page	354,000	\$5,310.00	Includes placing back in folder in original order in box
Reassembly of Documents	\$ 0.025	Per Page		\$0.00	Includes rebinding & placing back in folder in original order
Index of Documents	\$ 0.005	Per Character		\$0.00	
TOTAL				\$49,475.00	

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Document Scanning and Management Services

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

American MicroImaging, Inc.

Date: _____

By: _____
George Bandarian II, President & CEO

ATTACHMENT "B"

Total Project Cost, Allocated by Department

Municipal Utilities and Engineering Department:

<u>Service</u>	<u>Cost</u>	<u>Description</u>
Server Software (\$5,000 @ 75% usage)	\$ 3,746.25	MS-SQL Core Laserfiche Platform
20 Named Users (@ \$650 each)	\$ 13,000.00	User license + forms module + web access
Client Web Portal (\$15,000 @ 50% usage)	\$ 7,500.00	Allows users to access documents over the web
Forms Portal (\$8,000 @ 50% usage)	\$ 4,000.00	Software module within Laserfiche that allows automation of manual forms
ScanConnect (2 @ \$132 each)	\$ 264.00	Connect any network scanner (up to 2) to the Laserfiche software
Profession Services (56 hours @ \$225 per)	\$ 12,600.00	For implementation, configuration, testing and training.
Annual Maintenance and Support (57% of cost)	\$ 7,490.37	Annual amount due includes up to 30 hours in professional services support to adjust the system
AMI Discount	\$ (2,775.00)	
Document Scanning Services	\$ 49,475.00	
Total	\$ 95,300.62	

Development Services Department:

<u>Service</u>	<u>Cost</u>	<u>Description</u>
Server Software (\$5,000 @ 25% usage)	\$ 1,248.75	MS-SQL Core Laserfiche Platform
5 Named Users (@ \$650 each)	\$ 3,250.00	User license + forms module + web access
Client Web Portal (\$15,000 @ 50% usage)	\$ 7,500.00	Allows users to access documents over the web
Forms Portal (\$8,000 @ 50% usage)	\$ 4,000.00	Software module within Laserfiche that allows automation of manual forms
ScanConnect (3 @ \$132 each)	\$ 396.00	Connect any network scanner (up to 2) to the Laserfiche software
QuickFields - Automation (2 @ \$595 each)	\$ 1,190.00	Automatically identify and sort forms, customize information capture for specific forms and optimize the quality of scanned images.
QuickFields - Barcode Validation (2 @ \$1695 each)	\$ 3,390.00	Enables automatic lookups to scan and assimilate a group of like documents at the same time.
QuickFields - Realtime Lookup (2 @ \$595 each)	\$ 1,190.00	Allows user to query realtime information in City Works related to any particular document.
Profession Services (40 hours @ \$225 per)	\$ 9,000.00	For implementation, configuration, testing and training.
Annual Maintenance and Support (43% of cost)	\$ 5,650.63	Annual amount due includes up to 30 hours in professional services support to adjust the system
AMI Discount	\$ (2,775.00)	
Total	\$ 34,040.38	

Grand Total

\$ 129,341.00

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of document scanning and management services associated with the City of Redlands' ("Agreement") is made and entered in this 2nd day of September, 2014 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and American MicroImaging, Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide certain document scanning services and implementation of a document management system for City's Innovation and Technology Department (the "Services") as set forth in Exhibit "A".
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Danielle Garcia, Chief Innovation Officer, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERIOD OF SERVICE

- 4.1 This Agreement shall commence on its Effective Date and shall have an initial term of two (2) years (the "Initial Term"). City shall have the right to extend the Initial Term of this Agreement for three (3) successive one (1) year terms (each, "Renewal Term") on the same terms and conditions of this Agreement by providing not less than thirty (30)

days written notice to Consultant prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and the Renewal Terms are together referred to herein as the "Term."

ARTICLE 5 – PAYMENT AND NOTICE

- 5.1 Compensation for Consultant's performance of Services during the twenty four (24) months of the Initial Term shall be as follow: (1) Ninety Five Thousand Three Hundred dollars (\$95,300) for Consultant's document scanning and implementation, licensing and training for a document management system for Municipal Utilities and Engineering Department; and (2) Thirty Four Thousand and Forty dollars (\$34,040) for the implementation and licensing of the equivalent document management system for the Development Services Department.
- 5.2 Consultant shall submit invoices to City describing the Services performed during the preceding period. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom, and a description of reimbursable expenses related to the project.
- 5.3 At any time during the Term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Additional Services" means any work which is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Work does not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Work may be agreed to by the Parties, by written amendment to this Agreement, executed by the City Manager. Consultant shall not perform, nor be compensated for, Extra Work without such written authorization from City. Examples of Extra Work include: additional scanning services, the addition of modules to increase productivity, automation of internal workflows, and possible integration with the Cityworks permitting process and other enterprise software. All payments made by City to Consultant after the first 24 months or in excess of the contract amount shall be based upon Consultant's rates as specified in Exhibit "B" of this Agreement.
- 5.4 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Danielle Garcia, Chief Innovation Officer
Department of Innovation and Technology
City of Redlands
35 Cajon Street, Suite 222
P.O. Box 3005 (mailing)
Redlands, CA 92373

Consultant

George Bandarian II
President & CEO
1125 West 6th Street, Suite 200
Los Angeles, CA 90017

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.5.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 6.2 Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall provide City with Exhibit "D," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.
- 6.3 Consultant shall secure comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Consultant shall secure professional liability insurance in the amount of One Million Dollars (\$1,000,000) per claim made.
- 6.5 Consultant shall secure business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 6.6 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act or omission, or willful misconduct, of Consultant, or its officers, employees and agents in performing the Services. Except to the extent of the foregoing indemnification obligation, to the maximum extent allowable under applicable law, City agrees that Consultant shall not be liable for any monetary damages in excess of the amounts paid to Consultant under this Agreement. City agrees that Consultant shall not

be liable for lost profits, lost opportunities, consequential or incidental damages resulting from Consultant's performance under this agreement.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize the City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.

- 8.3 Project related documents, records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 8.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 Unless earlier terminated as provided for below, this Agreement shall terminate on August 18, 2016; provided, however this Agreement may be terminated by City, in its sole discretion, by providing ten (10) days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an

amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

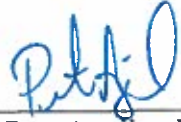
8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.9 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

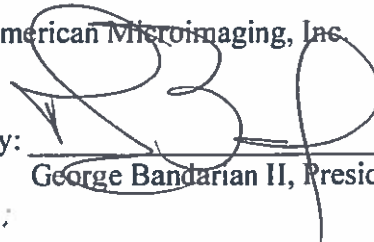
By:



Pete Aguilar, Mayor

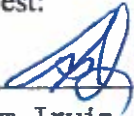
American Microimaging, Inc.

By:



George Bandarian II, President & CEO

Attest:



Sam Irwin, City Clerk

Exhibit A – Scope of Services

Scanning and Document Management Services

September 2014

Project Description

American Microimaging, Inc. (AMI) will provide document and large format scanning services on a contract basis beginning with the Municipal Utilities and Engineering Department (MUED). To provide Business Continuity, Document Access and Day Forward Digital Governance of MUED documentation, AMI will deliver a Document Management System to import the MUED records with searchable text and indexing. This system will be designed, implemented, trained and supported to provide a foundational repository for MUED; scalable for all departments across the City over multiple phases.

The City MUED Document Management Project consists of:

- 1: Digitization of Documents – Letter, Legal and Tabloid sizes- 325,000 pages
- 2: Digitization of Large Format – D-size Drawings, Plans and Maps - 29,000
- 3: Laserfiche Design, Implementation, Training and Support
 - a. Migration Services of Digital Images
 - b. Forms Implementation for Named Users
 - c.

The City DSD Document Management Project consists of:

- 1: Laserfiche Design, Implementation, Training and Support
 - a. Migration Services of Digital Images
 - b. Forms Implementation for Named Users

Digitization Scanning Services

Scanning Services Assumptions

- Work will be done at AMI
- Volume – 325,000 pages and 29,400 D size Large format images
- Current Filing Structure
 - In folders and flat files.
 - Will be boxed for pickup
 - Boxes will include a manifest of the contents
- Document Census
 - Size – 8.5"x11", 8.5"x14", 11" x 17" and "D" size drawings
 - Color – Small percentage
 - DPI – Documents minimum of 200 with Large Format 300
 - Types – Contract, Forms, Binders, Maps, Plans, Drawings
 - Documents bound with staples and clip
 - Maps folded down to legal size
 - Some documents comb bound and some in binders

- **Timeline**
 - Start: Sept 1, 2014 Target
 - End: TBD
- **Project Management**
 - AMI/Client Kickoff Meeting
 - AMI Begins work
 - Initial Pick up
 - AMI/Client Weekly Report – identifying work and volume completed and exceptions
 - Document export
 - Document Disposition
 - AMI/Client Project Wrap up meeting
 - Final return of documents
- **Production Days**
 - Approximately 12 weeks

Client Responsibilities

- Client will provide access to current files
- Client will provide indexing methodology
- Client will provide collateral inboxes with manifest of contents for each box
- Client to QC images and provide any error or rework requests within 30 days of delivery.

Methodology

1. **Securing Document** – Documents will be picked up City of Redlands MUED Dept.
2. **Inventory**
 - a. Supervisor or Team Lead will inventory and log boxes once received and compare to Manifest/Inventory
3. **Preparation**
 - a. Documents will be removed from their fasteners and processed in accordance with the methodology determined
 - b. Files will be separated at Folder level
4. **Scanning**
 - a. Scan at 200-300 DPI
 - b. Documents will be placed back in their folders for return to client.
5. **Index**
 - a. Manual index is based on index file
 - b. Client supplies index/box manifest with each box
6. **OCR**
 - a. Processed by system
7. **Tag & Rescan**
 - a. AMI will use standard quality control measures to ensure documents in each file are scanned and as readable as the original paper document.
 - b. AMI will perform 100% Image QC to fix pages that have data that is not legible
8. **Deliverables**
 - a. AMI will provide initial sample delivery to serve as Benchmark samples for approval.
 - b. AMI will supply back documents in electronic format (Group IV Tiff)

- c. Import of electronic files is an option to discover
- 9. De-Prep
 - a. Documents returned to boxes in sequence unbound
- 10. Hardcopy Disposition
 - a. AMI returns files to client on completion
- 11. Image Disposition
 - a. After 30 days of delivery to Client, AMI will delete local copy of images.
- 12. Document Request
 - a. No Charge per request up to 8 per week with 4 hour turnaround to e-mail or fax

**AMI/Laserfiche ECM
SCOPE OF SERVICES**

PROJECT DESCRIPTION

City of Redlands is contracting AMI to provide up to 56 hours (Seven (7) days) of Consulting Services to be used for implementation of the Laserfiche Electronic Content Management solution. The objective of this scope (referred to as Phase 1) is to digitize the MUED department documents and populate into the configured Laserfiche Avante repository. AMI will train MUED personnel to utilize the system for access and adding documents on a Day-Forward basis. MUED seeks to utilize Laserfiche forms internally and will identify specific projects to implement in future phases. The City intends to expand into other departments which will be scoped out separately.

Departments within Scope:

- Municipal Utilities Engineering Department and the Development Services Department

Departments out of Scope:

- All Others

Services to be rendered:

- Planning & Project Management
- Discovery & Requirements Analysis
- Design
- Build
 - Installation
 - AMI will install all server products
 - CLIENT will be trained to install User/Client products
 - Configuration
- Testing
 - AMI will test functionality
 - CLIENT and Users test for acceptance
- Training
 - AMI will provide IT training on:
 - Administration & Support
 - User Functionality
 - CLIENT responsible for Rollout Training to Users

- Documentation
 - AMI will provide system/design documentation
 - CLIENT will provide How-To Guides and User manuals
- Closeout – final acceptance, knowledge transfer, hand-off, cutover to maintenance

Functionality Delivered

- One (1) Laserfiche Server with one (1) repository.
 - File Plan
 - Folder structure
 - Template design and metadata fields
 - Content Capture
 - Scanning, Snapshot, and Electronic Documents
 - Quickfields configuration of 2 sessions
 - Barcodes to separate documents
 - Realtime Lookup into CityWorks DSD Database
 - City to provide queries into CityWorks
 - Scalability
 - Architecture suited for expansion across the enterprise
 - Security
 - Search
 - Metadata field search
 - Full-text OCR search
 - Document Name and Folder name search
 - Combination search
 - Saved searches
 - Forms Portal
 - Form creation of 1 form of 10 or less fields
- Basic routing of 1 form with 4 or less stepWeb Products
- Web Access

WebLink (Public Portal) Out of Scope Items

- No additional time will be spent reading pages, including separating files or discarding duplicates.
 - Items that are considered 'Non-Standard' will be boxed and excluded from file scanning
- Workflow – while Laserfiche Workflow comes standard with purchase, it will not be implemented in Phase 1.
- Common products not being purchased or implemented:
 - Records Management
 - Quick Fields
 - Agenda Manager
- Scope of work does not include any specific Custom Integration with City Line of Business applications

- Any other Customizations or Custom Software

Client Responsibilities

1. Client will allocate sufficient resources to help AMI and participate in implementation by providing information and spending time on various tasks (i.e. requirements analysis, testing, documentation, and training) through in-person and phone meetings, in-person and online training and support, and, e-mail communication.
2. Client will dedicate a Laserfiche Administrator who will be trained and will function as the first line of support for Client staff. The Laserfiche Administrator will be the primary interface on technical support issues between Provider and Client.
3. Unless otherwise contracted through a new Statement of Work, Client will be responsible to make changes once initial implementation project has been accepted and completed.
4. Client will provide physical and/or virtual servers meeting recommendations or minimum requirements
5. Client will provide MS-SQL Server software with appropriate licenses
6. Client will perform installation of Laserfiche Client on client stations
7. Client will set up backups of Laserfiche data in accordance with Clients' backup standards. Client will perform test restores to ensure proper functioning of Laserfiche backups.
8. Client will provide IT technical assistance as needed during implementation for any network issues
9. Client will be responsible for items above referring to "CLIENT"

Change Orders

Any departments, services, products and functionality not included can be added at any time. Such request or any other change to above will be considered out of scope and undergo a Change Order process requiring written documentation, additional product/service cost and approval from both sides.

Exhibit B - Consultant's Rate Schedule



AMI's Laserfiche Enterprise Content Management Solution	
Laserfiche Enterprise Content Management Software	\$ 50,675.00
Laserfiche Avante Server Software (MS-SQL) - core Laserfiche platform and server software	
25 Named Users - user licenses, e-mail ability, and ability to print any electronic document into Laserfiche	
Workflow - automates document routing and approval	
Client Portal with 10 Concurrent Users - includes Web Portal and 10 Web retrieval concurrent connections	
Forms and Forms Portal - allows Proctors to use eForms and internal staff to review/approve forms	
Web Access - allows browser-based access to Laserfiche repository for named users; includes SharePoint integration	
ScanConnect - connects scanners to Laserfiche	
QuickFields - automates document scanning; (2)	
QuickFields - Barcode validation module; (2)	
QuickFields - RealTime Lookup validation module; (2)	
Professional Services	\$ 21,600.00
Up to 96 Hours of Professional Services for Implementation	
Hours to be used for Project Mgmt, Requirements Analysis, System Design, Installation, Configuration, Testing & Training	
Software and Services Investment Sub-Total	\$ 72,275.00
Special Discount - good until 9/30/14	\$ (5,550.00)
Software and Services Investment Total	\$ 66,725.00
1 Year VIP Priority Support covering:	\$ 13,141.00
Software Maintenance - includes technical support ability with Laserfiche through AMI and upgrade license and CD	
Help Desk (Phone), Remote Login and E-mail Technical Support for Issues & Updates (includes up to 30 hours)	
Investment Total	\$ 79,866.00
Optional	
Laserfiche Software	
Additional Named Users - includes Web Access and Forms functionality	\$ 650.00
Forms Authenticated Users	\$ 200.00
Additional Professional Services for Define, Design, Develop, Deploy Laserfiche per hour	\$ 225.00
Additional BPO Services for Scanning, Indexing or Preparation per hour	\$ 30.00
<i>Subject to appropriate shipping and taxes; includes travel and expenses</i>	

Implementation Date:

September 2014

Terms of Payment:

Software, scanner and maintenance due upon signing
Services will be billed as serviced rendered and due Net 30 days of
invoice date

Acceptance:

City of Redlands

American Microlmaging, Inc.

Authorized Signature

George Bandarian II

Name (please print)

President

Title

August 11, 2014

Date

Exhibit B -
Consultant's Rate Schedule

Service	Unit Price	Units	Quantity	Extended Price	Notes
A: Documents Measuring 8.5"x11", 8.5" x 14", and 11"x 17"					
1. Setup or Start-Up Costs	\$ 500.000	Per Records Series	4	\$2,000.00	
2. Preparation Costs For Documents	\$ 0.025	Per Page	325,000	\$8,125.00	
3. Scanning Costs	\$ 0.030	Per Page	325,000	\$9,750.00	
4. Scanning Costs- Double Sided Pages	\$ 0.050	Per Page	32,500	\$1,625.00	
5. Reassembly of Documents	\$ -	Per Page		\$0.00	Includes placing back in original order in box
6. Index of Documents	\$ 0.020	Per Field	65,000	\$1,300.00	With up to 10 characters
B: Plans - 2' by 3' Drawings					
1. Setup or Start-Up Costs	\$ 500.000	Per Records Series	2	\$1,000.00	
2. Preparation Costs For Documents	\$ 0.025	Per Page	29,000	\$725.00	
3. Scanning Costs	\$ 0.600	Per Page	29,000	\$17,400.00	
4. Scanning Costs- Double Sided Pages	\$ 1.200	Per Page		\$0.00	
5. Reassembly of Documents	\$ -	Per Page		\$0.00	Includes placing back in original order in box
6. Index of Documents (per field)	\$ 0.020	Per Field	87,000	\$1,740.00	With up to 10 characters-(87000-3 fields per plan)
C: Miscellaneous Documents (i.e. Other Sizes,etc)					
1. Setup or Start-Up Costs	\$ 500.000	Per Records Series		\$0.00	
2. Preparation Costs For Documents	\$ 0.025	Per Page		\$0.00	
3. Scanning Costs	\$ 0.030	Per Page		\$0.00	
4. Scanning Costs- Double Sided Pages	\$ 0.050	Per Page		\$0.00	
5. Reassembly of Documents	\$ -	Per Page		\$0.00	Includes placing back in original order in box
6. Index of Documents	\$ 0.020	Per Field		\$0.00	With up to 10 characters
D. Additional & Optional Services					
Pickup & Delivery	\$ 125.000	Per Roundtrip	4	\$500.00	Includes up to 50 boxes
Special Handling	\$ 30.000	Per Hour		\$0.00	Per Imaging Staff member
Boxing and Manifesting	\$ 30.000	Per Hour		\$0.00	Per person plus travel and expenses
Setup/Startup, Management & Project Management	\$ 100.000	Per Hour		\$0.00	If necessary after base Records Series setup
Special Handling	\$ 30.000	Per Hour		\$0.00	Per Imaging Staff member
Boxing and Manifesting	\$ 30.000	Per Hour		\$0.00	Per person plus travel and expenses
Reassembly of Documents	\$ 0.015	Per Page	354,000	\$5,310.00	Includes placing back in folder in original order in box
Reassembly of Documents	\$ 0.025	Per Page		\$0.00	Includes rebindng & placing back in folder in original order
Index of Documents	\$ 0.005	Per Character		\$0.00	
TOTAL				\$49,475.00	

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Document Scanning and Management Services

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

X I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

American MicroImaging, Inc.

Date: 9-9-14

By: 

George Bandarian II, President & CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/09/14

PRODUCER First Eagle Insurance
333 South Central Ave.
Glendale, CA 91204
Phone (818)500-1771 Fax (818)500-1855

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 AFFORDED BY THE POLICIES BELOW.

INSURED American Microimaging, Inc.
1125 W. 6-th Street #201
Los Angeles, CA 90017

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins. Company/ATM	A+ XV
INSURER B: Hartford Casualty Ins. Company/ATM	A+ XV
INSURER C: Underwriter's At Lloyds/Bliss & Glennon	A
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY	72 SBA AA0168 DX	12/05/13	12/05/14	EACH OCCURRENCE \$2,000,000.00
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000.00
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000.00
		<input type="checkbox"/> _____				PERSONAL & ADV INJURY \$2,000,000.00
A	<input checked="" type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER:	72 SBA AA0168 DX	12/05/13	12/05/14	GENERAL AGGREGATE \$4,000,000.00
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$4,000,000.00
						Deductible \$0.00
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	72 SBA AA0168 DX	12/05/13	12/05/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
C	<input type="checkbox"/>	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC
		<input type="checkbox"/>				AUTO ONLY: AGG
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
		<input type="checkbox"/> DEDUCTIBLE				
		<input type="checkbox"/> RETENTION \$				
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	72 WEC FV3482	07/17/14	07/17/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? 2				E.L. EACH ACCIDENT \$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Errors & Omission	ESC01073650	03/25/14	03/25/15	Each Claim & Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

OPERATIONS: Document Imaging and Scanning: GL policy has Primary Wording, Completed Operations & Waiver of Subrogation

The certificate holder is listed as additional insured on the general liability insurance as Designated Person or Organization
The Workers Compensation policy includes Waiver of Subrogation.

The city, its elected officials, employees and agents.

CERTIFICATE HOLDER

City of Redlands
its elected officials, employees & agents
35 Cajon Street, Suite 222
P.O. Box 3005
Redlands, CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Alex Rostami (Agent)

Alex Rostami



Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251
Policyholder, please call us at: (866) 467-8730
Agent, please call us at: (866) 467-8730
SERVICE.TX@THEHARTFORD.COM

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CENTRAL TIME

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

AMERICAN TEAM MNGRS INS SRVCS/PBS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER

*2000272AA01681914 01963



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 72 SBA AA0168 DX

ORIGINAL

Named Insured and Mailing Address: AMERICAN MICROIMAGING, INC. DBA:
AMERICAN MICROIMAGING
1125 W 6TH ST STE 200
LOS ANGELES CA 90017

Policy Change Effective Date: 09/09/14

Effective hour is the same as stated in the
Declarations Page of the Policy.

Policy Change Number: 010

Agent Name: AMERICAN TEAM MNGRS INS SRVCS/PHS
Code: 185394

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.238

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 09/10/14

Page 001

Policy Effective Date: 12/05/13
Policy Expiration Date: 12/05/14

INSURED COPY

01964

*2000272AA01681914

POLICY NUMBER: 72 SBA AA0168



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOS ANGELES UNIFIED SCHOOL DISTRICT, BOARD OF EDUCATION, THEIR
OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS AND VOLUNTEERS
333 SOUTH BEAUDRY AVENUE, 23RD FLOOR
LOS ANGELES, CA 90017

LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONTRACTS
ATTENTION: STELLA ONUAGULUCHI
333 S. BEAUDRY AVENUE 23RD FLOOR
LOS ANGELES, CA 90017

CITY OF NEWPORT BEACH,
FINANCE DEPARTMENT OFFICE OF
MANAGEMENT & BUDGET PURCHASING &
CENTRAL WARE HOUSE THE CITY, ITS
OFFICERS, OFFICIALS, EMPLOYEES & VOLUNTEERS
592 SUPERIOR AVE, BLDG H
NEWPORT BEACH, CA 92663

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 MARGUERITE PARKWAY
MISSION VIEJO, CALIFORNIA 92692

THE CITY OF MORRO BAY
ITS OFFICERS, OFFICIALS,
EMPLOYEES AND VOLUNTEERS
525 HARBOR ST
MORRO BAY, CA 93442

CITY OF VERNON
4305 SANTA FE AVE
VERNON, CA 90058

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE, THE STATE OF
CALIFORNIA, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS
1220 NORTH ST, STE 115
SACRAMENTO, CA 95814

POLICY NUMBER: 72 SBA AA0168



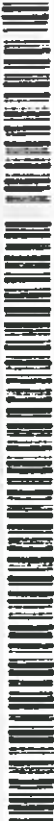
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 BLDG 001
CITY OF REDLANDS ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS
35 CAJON ST STE 222
PO BOX 3005
REDLANDS, CA 92373

01966

*2000272AA01681914



POLICY NUMBER: 72 SBA AA0168



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

01967

*2000272AA01681914



**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2	Name (as reported on your income tax return)	
	Business name, if different from above American MicroImaging Inc	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.) 1125 W 6th St #200	
	City, state, and ZIP code Los Angeles, CA 90017	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
9	5	3	5	1	7	1	7	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

Sign Here	Signature of U.S. person ▶ 	Date ▶ 6/25/2014
-----------	--	-------------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

