OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of August 7, 2009 for reference purposes only, pursuant to Resolution No. RES-09-0079 adopted by the City Council of the City of Long Beach at its meeting on August 4, 2009, by and between COMPULINK MANAGEMENT CENTER, INC. DBA LASERFICHE SOLUTIONS GROUP, a California corporation ("Contractor"), with a place of business located at 3545 Long Beach Boulevard, #110, Long Beach, California 90807, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase an Electronic Document Management Solution; and

WHEREAS, the City of Santa Monica has an Agreement for the purchase of an Electronic Document Management Solution, Agreement No. 8575 ("Santa Monica Agreement"); and

WHEREAS, Resolution No. RES-09-0079 authorizes the City Purchasing Agent to purchase this Electronic Document Management Solution by virtue of the Santa Monica Agreement;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

- 1. The Santa Monica Agreement with Contractor is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the Santa Monica Agreement shall be applicable here except as follows:
 - A. Wherever the Santa Monica Agreement refers to the City of Santa Monica, it shall be deemed to refer to the City of Long Beach;
 - B. Contractor shall sell, furnish and deliver to the City an

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Electronic Document Management Solution of substantially the same type and kind purchased by the City of Santa Monica and on the same terms and conditions offered to the City of Santa Monica, except as modified by Exhibit "A" attached to and incorporated in this Agreement, for an amount not to exceed Three Hundred Sixty-Four Thousand Dollars (\$364,000.00), including tax, which will be paid over a five (5) year period, plus a One Hundred Thousand Dollar (\$100,000) contingency if necessary and if funds are available for implementation services, for a period extending until the warranty on the Electronic Document Management Solution expires. To the extent that the Santa Monica Agreement and this Agreement are inconsistent, the following priority shall govern: (1) this Agreement and (2) the Santa Monica Agreement.

- C. Payment for the Electronic Document Management Solution purchased from Contractor by the City shall be made by the City on delivery to and acceptance of the Electronic Document Management Solution by the City and submittal of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.
 - D. All warranties shall accrue to the City of Long Beach.
- E. The parties may, by mutual agreement, amend this Agreement with the approval of the City's City Council.
- 2. Neither this Agreement nor any money that becomes due to Contractor under this Agreement may be assigned by Contractor without the prior written consent of the City Manager or his designee.
- Any notice given under this Agreement shall be in writing and 3. personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be delivered or mailed to Contractor at the relevant address first stated above, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given three days after deposit in the mail.
 - 4. The terms appearing on the Santa Monica Agreement are

incorporated in this Agreement.

- 5. Contractor shall cooperate with the City in all matters relating to self-accrual of use tax. Contractor shall contact the City Treasurer for additional information regarding self-accrual.
- 6. This Agreement and all documents which are incorporated by reference in this Agreement constitute the entire understanding between the parties and supersede all other agreements, oral or written, with respect to the subject matter of this Agreement. If there is any legal proceeding between the parties to enforce or interpret this Agreement, or to protect or establish any rights or remedies, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

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TO SECTION 301 OF

THE CITY CHARTER.

EXHIBIT "A"

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") entered into on JUNE 2006 ("Execution Date"), by and between Compulink Management Center, Inc. dba Laserfiche, a California corporation ("Vendor"), and City of Santa Monica, a California municipal corporation ("City") is made with reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. City seeks to purchase an Imaging and Content Management System for use by various City departments pursuant to the City's Request for Proposal ("RFP"), which is attached hereto as Exhibit 1 and incorporated herein by reference.
- C. Vendor is a California corporation that markets and supports certain software applications licensed hereunder. In response to the City's RFP, Vendor submitted its Proposal in response to the RFP ("Proposal"), which is attached hereto as Exhibit 2 and incorporated herein by reference.
- D. City and Vendor desire to enter into this Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

SECTION 1. DEFINITIONS

The following definitions shall apply to the terms as they appear in this Agreement:

- A. "Vendor" means and refers to Laserfiche.
- B. "Licensed Company" or "City" means and refers to the City of Santa Monica.
- C. "Software Product" or "Licensed Product" means and refers to the computer software and associated media and printed materials, and may include "online" or electronic documentation as listed in the Proposal attached hereto as Exhibit 2 and incorporated herein by reference.

- D. "Server Software" means and refers to the Software Product to be used on a shared computer referred to as the "Server".
- E. "Client Software" means and refers to the Software Product to be used on individual user workstations.
- F. "Services" shall mean professional services provided by Vendor to install, configure and customize software and train City staff.

SECTION 2. LICENSE GRANT

In consideration of the City's promises contained in this Agreement, Vendor grants to City, and City accepts, subject to the terms and conditions set forth in this Agreement, a perpetual, non-exclusive and non-transferable license to use the Licensed Products indicated in the Proposal attached hereto as Exhibit 2. Specifically, City is licensed to (i) install and use the Server Software and (ii) install and use Client Software on the user workstations for the number of concurrent users listed in Exhibit 2. Vendor represents that it possesses all rights and interest in the Software Product to enter into this Agreement.

SECTION 3. LICENSE USE.

- A. City shall not copy the Licensed Products or allow their use by others without the written permission of Vendor except for City's production, backup, archival, and in-house disaster recovery purposes. City will reproduce and include the copyright, trade secret or other restrictive and proprietary legends from the original on all copies. All copies will be subject to the terms of this Agreement. The Licensed Products may be used only by City, and not for the benefit of any third party.
- B. City shall not (i) reverse engineer any part of the Licensed Products; (ii) distribute, sell or otherwise transfer any part of the Licensed Products; and (iii) remove the patent, copyright, trade secret or other proprietary protection legends or notices which appear on or in the Licensed Products.
- C. City shall not create any derivative work or product based on or derived from the Licensed Products or documentation or modify any Licensed Products or documentation without the prior written consent of Vendor. In the event of a breach of this provision (and without limiting Vendor's remedies) said modification, derivative work or product based on the Licensed Products or documentation is hereby deemed assigned to Vendor.

SECTION 4. SOFTWARE SERVICES.

A. Vendor shall provide software and services as outlined in the RFP, RFP response (Proposal), and supplemental modifications attached hereto. Such services include project consulting and implementation, annual service and maintenance, on-site training, configuration and customization, software set-up and installation. Vendor shall also provide services to

convert and migrate all of City's existing FileNet Image Services and Content Services content (including metadata) to the Laserfiche repository. Converted content shall then be retrievable via metadata and/or full-text search, as appropriate for the image/document type.

- B. Vendor will determine and City shall review qualifications and approve or reasonably disapprove the key personnel to be assigned to perform the services under this Agreement, an engagement letter, scope of work, exhibit or other written amendment. Vendor shall be required to provide additional functional and technical resources as required to provide the services required hereunder. In the event of any changes to the Vendor's staff, Vendor will notify the City immediately in writing. Vendor agrees that any replacement of any listed individuals will be made with individuals of comparable or higher experience, and that the composition of Vendor's employees or subcontractors assigned to this Agreement will be maintained in a manner that provides the same or higher level of services to the City. The City reserves the reasonable right to approve or disapprove any individuals proposed by Vendor to be included as part of Vendor's staff assigned to this Agreement. In the event of any additional staffing or personnel changes by Vendor, Vendor agrees to absorb all expenses and costs associated with such change and shall not charge the City with such expenses or costs under this Agreement.
- C. Either party may request at any time the removal of any individual performing Services if that party: (i) reasonably believes that individual is not qualified to perform the services or does not meet appropriate professional standards; and (ii) previously provided the other party with written notice of the problem and a reasonable opportunity to remedy the situation.

SECTION 5. INSTALLATION

Vendor will install the Licensed Product in accordance to the schedule detailed in Exhibit 2.

System acceptance will be complete after Systems Acceptance (Exhibit 3) criteria have been met and the system has been in production for a consecutive period of at least 60 days without significant malfunction or error. Any significant failure (no workaround or fix) of the system or need for software correction for Software provided by Vendor during the acceptance period shall extend the acceptance period on a day by day basis until the correction is fully completed.

SECTION 6. LICENSE FEES AND SUPPORT SERVICES FEES

City shall pay to Vendor an amount not to exceed \$114,817.15, including taxes, as set forth in Exhibit 2.

- A. Fees. City shall pay Vendor Software License Fees, Services and first-year's software maintenance fees in the amount of \$114,817.15 as specified in Exhibit 2.
 - B. Payment Schedule. The fees shall be paid according to the following schedule:

Twenty percent (20%) @ the execution of the Agreement

Twenty percent (20%) @ successful software installation

Twenty percent (20%) @ successful completion of FileNet content conversion

Twenty percent (20%) @ production use

Twenty percent (20%) holdback until system acceptance, 60 days after continuous production use.

SECTION 7. COPYRIGHT AND OTHER RESTRICTIONS

The Software Product is licensed, not sold and is not transferable. Title and copyrights in and to the Software Product, excluding City data (including any images, photographs, video, audio, and text incorporated into the Software Product), accompanying printed material, and any copies you are permitted to make herein are owned by Vendor and are protected by United States copyright laws and international treaty provisions.

SECTION 8. LIMITED WARRANTY

- A. Vendor warrants the Software Product shall be free from defects in materials and workmanship for ninety (90) calendar days commencing from system acceptance of the Software Product as set forth in Section 5, above. During this period, the Software Product is warranted to conform to the specifications as stated in the RFP and RFP response.
- B. The Software Products shall continue to perform in accordance with Vendor's most current documentation, which may be modified from time to time, so long as the City remains a subscriber to the Maintenance Agreement between the parties.
- C. There is no program code, other than as specified in Vendor's documentation, that will restrict the City's use of the Licensed Product upon payment in full.
- D. Any modification or enhancement of the Licensed Product shall satisfy the warranties and conditions set forth in this Section, so long as the City is a subscriber to the Maintenance Agreement between the parties.
- E The Software Products will be free of any errors which severely effect the operation of the system or keep the system from production use.

This section shall survive the termination of this Agreement.

SECTION 9. RESPONSE TIME

The warranty period shall extend for a period of ninety (90) days from date of production. The warranty also extends for any maintenance period as long as payments are kept current. During the warranty period, in the event that the City encounters an error and/or malfunction

whereby the Software does not conform to the description in the Proposed Users Manual, Vendor will respond in accordance with the following Priority Levels:

"A" Priority - A Level "A" Priority shall mean and refer to a software error that renders the entire system inoperable. Vendor shall assign resources within the first hour. Vendor shall continue to work on the problem until the problem is resolved. Average resolution time shall be no less than eight (8) hours.

"B" Priority - A Level "B" Priority shall mean and refer to the detection of a software error for a system module which seriously impairs system operations, but does not render it "down." Vendor shall assign resources within four hours and continue to work on the problem until the problem is resolved.

"C" Priority - A Level "C" Priority shall mean and refer to a minor problem, but of sufficient severity to warrant correction before the next production software release or service pack. Generally completed within thirty (30) days.

"D" Priority - A Level "D" Priority shall mean and refer to minor problems that do not severely affect the operation of the system and generally will be incorporated in the next production of the software.

SECTION 10. CONTRACT DOCUMENTS

The City's request for proposal and Vendor's response are made a part of this Agreement.

SECTION 11. INSURANCE

Contractor's Insurance

Prior to commencing work, the Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Contractor's bid.

Without in any way affecting the indemnity provided, the Contractor shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

Minimum Limits of Insurance

Contractor shall obtain insurance of the types and in the amounts described below:

- 1) Commercial General Liability Insurance
 Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) Business Auto and Umbrella Liability Insurance
 Contractor shall maintain business auto liability with a limit of not less than
 \$1,000,000 each accident.
- Workers' Compensation and Employer's Liability Insurance
 Contractor shall maintain workers' compensation insurance as required by the
 State of California and Employer's Liability Insurance in the amount of
 \$1,000,000 per accident for bodily injury or disease.

Minimum Scope of Insurance

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Monica, its officers, officials, employees, or volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Santa Monica guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the contractor; and with

respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

- 2) For any claims related to this project, the Contractor's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the Civil Code.

General Liability, Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Contractor in the performance of services under the contract.

All Coverages

- Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given (add user department and specify specific individual and title) to the City.
- 2) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, City may deduct from sums due to the Contractor any premium costs advanced by the City for such insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

Verification of Coverage

Contractor shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 12. INDEMNIFICATION

- A. During the period any portion of the Software is in transit and prior to installation, Vendor shall have sole responsibility for all risk of loss or damage to the Software.
- B. Vendor shall indemnify, defend and hold harmless City from and against any and all claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the following: (i) Vendor's performance of or failure to perform its obligations under this Agreement; (ii) arising from the willful misconduct or the negligent acts, errors or omissions of Vendor, its officers, agents, and employees in the performance of its services under this Agreement, including, but not limited to the installation of the Software and the training hereunder; and (iii) any patent, copyright and other infringement claim by any third party in connection with the Licensed Product.
- C. Vendor further agrees that if City is prevented from using the Licensed Product(s) due to an actual or claimed infringement of any patent, copyright or other intellectual property right, then at Vendor's option, Vendor shall promptly either:
 - 1) procure for City, at Vendor's expense, the right to continue to use the Licensed Product(s);
 - 2) replace or modify the Licensed Product(s), at Vendor's expense, so that the Licensed Product(s) become non-infringing; or
 - 3) terminate the Agreement and return City's license fees for the infringing Licensed Product(s) in the event that neither (i) or (ii) are reasonably feasible.

SECTION 13. NOTICES

All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

To City:

City of Santa Monica 1685 Main Street, Room 110 Santa Monica, CA 90401 Attn: Jory Wolf, Chief Information Officer

To Vendor:

Compulink Management Center, Inc., dba Laserfiche 3545 Long Beach Blvd. Long Beach, CA 90807 Attn: Chuck Barrick

SECTION 14. COSTS OF LITIGATION

If any legal action or proceeding is necessary to enforce any provision of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to receive from the opposing party all costs and expenses and such amount as may be adjudged to be reasonable attorney's fees. The prevailing party's attorneys' fees shall be paid whether or not the action is prosecuted to judgment. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by the prevailing party as well as any attorneys' fees paid to outside attorneys in connection with the action.

SECTION 15. ASSIGNMENT

Vendor shall not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which may be withheld at the City's sole discretion. Any attempt to do so without the City's consent shall be null and void, and any assignee, sublessee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, sublease, hypothecation or transfer.

SECTION 16. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California.

SECTION 17. RIGHTS UPON TERMINATION

- A. If either party materially breaches this Agreement, the other party may give written notice of its desire to terminate and the specific grounds for termination and, if such default is capable of cure and the party in default fails to cure the default within thirty (30) days of the notice, the other party may terminate this Agreement. If such default is incapable of cure, the other party may terminate this Agreement immediately upon written notice of its desire to terminate.
- B. Upon termination, the License to use the Licensed Products shall be immediately revoked and all Licensed Products, related documentation, Software Tools, and supporting materials will be returned to Vendor or destroyed.

SECTION 18. INTEGRATED AGREEMENT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this Agreement will be effective only by written execution signed by both City and Vendor and approved as to form by the City Attorney. This Agreement is the product of negotiation and compromise between the parties. Accordingly, notwithstanding California Civil Code Section 1654, in the event of uncertainty, the language shall not be construed against the party causing the uncertainty.

SECTION 19. PERMITS AND LICENSES

Vendor, at its sole expense, shall obtain and maintain during the term of this Agreement, all required business and professional permits, licenses and certificates.

SECTION 20. COMPLIANCE WITH LAW

Vendor shall comply with all federal, state and local laws, including all ordinances, rules and regulations.

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SECTION 21. NONDISCRIMINATION

In rendering services under this Agreement, Vendor shall not discriminate based upon race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability and shall comply with the requirements of all federal, state and local law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF SANTA MONICA a municipal corporation

P. Lamont Ewell City Manager

APPROVED AS TO FORM:

MARSHA JONES M. City Attorney

ATTEST:

MARIA STEWART

City Clerk

COMPULINK MANAGEMENT CENTER,

INC., d/b/a Laserfiche

Title:

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

This Software Maintenance and Support Agreement ("Agreement") entered into on July 2006 ("Execution Date") by and between the City of Santa Monica, a municipal corporation, ("City") and Compulink Management Center, Inc. dba Laserfiche, a California corporation ("Vendor") is made with reference to the following:

RECITALS

A. Concurrently with this Agreement, City and Vendor have entered into a Software License Agreement ("License Agreement") which is incorporated by reference. Pursuant to the License Agreement, the City has become the licensee of software developed by Vendor and listed in 1(A), below. The parties intend by this Agreement for Vendor to provide technical software support to the City under the terms and conditions of the License Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Maintenance and Support Service

A. Vendor agrees to provide technical software support services necessary to remedy problems arising from any operational difficulties attributable to the following Software product(s) or under warranty.

Laserfiche RME WebLink Snapshot Quick Fields Integrator's Toolkit

- B. Vendor agrees to provide reasonable unlimited Help Desk phone support from 7:00 a.m. to 6:00 p.m. Pacific Time on weekdays except for major holidays.
- C. Vendor agrees to provide product updates and upgrades applicable to the City's specific version of the Software within the same operation environment to the products listed in 1(A) at no additional cost.
- D. In the event that the City encounters an error and/or malfunction whereby the Software does not conform to the description in the Proposal or Users Manual, Vendor will respond in accordance with the following Priority Levels:
- (1) A Level "A" Priority shall mean and refer to a software error that renders the entire system inoperable. Vendor shall assign resources within the first hour. Vendor

shall continue to work on the problem until the problem is resolved. Average resolution time shall be no less than eight (8) hours.

- (2) A Level "B" Priority shall mean and refer to the detection of a software error for a system module which seriously impairs system operations, but does not render it "down." Vendor shall assign resources within four (4) hours and continue to work on the problem until the problem is resolved.
- (3) A Level "C" Priority shall mean and refer to a minor problem, but of sufficient severity to warrant correction before the next production software release or service pack. Generally completed within thirty (30) days.
- (4) A Level "D" Priority shall mean and refer to "would likes" and minor problems that do not severely affect the operation of the system and generally will be incorporated in the next production of the software. Vendor reserves the right to determine "would like" relevance to the package and the schedule of the development and release of such items.
- 2. **Proprietary Rights**. City acknowledges and agrees that corrected Software and associated documentation remain the Property of the Vendor and constitute a trade secret of said software licensor, except for City data.
- 3. Access to Data and Computer. City shall, at its own expense, install and maintain remote control access software for Vendor use in providing support services. Vendor shall request access as necessary to provide technical support services.
- 4. **Term of Agreement**. This Agreement shall be operative from Systems Acceptance, as defined in the Software License Agreement, for a period of one calendar year (365 days) thereafter. This Agreement may be renewed by the City at its sole option for additional one year terms.
- 5. Fees and Charges. The fee for the maintenance and support services provided for herein shall be \$11,060 per year, payable in advance of each one year period. The maintenance fee shall be fixed at \$11,060 for years one through three (assuming no additional product is added), and thereafter shall not increase by more that 5% per year.
- 6. Costs Not Included In This Contract. If Vendor provides services to City outside the services contracted herein, City agrees to pay Vendor at Vendor's then current standard rates for time and material, and travel expenses in an amount to be preapproved by City in advance in writing.
- 7. Services Not Covered. Vendor will not provide any additional services to the City during the term of this Agreement; including but not limited to:

- A. Vendor will not support application software that is running on outdated operating systems. Distribution of updates and enhancements, telephone support and functional corrections will only be made available for current operating systems. The City is responsible for maintaining compliance with the "industry standard" version of the relevant operating system. City should determine that an upgraded version of a component part of the software product (Oracle for example) has been certified prior to installation.
- B. Vendor is not responsible for loss of data due to lack of sufficient backup files. The City is responsible for following standard backup procedures to insure data integrity.
- C. Custom programming or the development of specialized routines not associated with 1(A), 1(B), 1(C), and 1(D) are not covered under this Agreement.
- D. Data conversions and problems associated with data conversions are not covered under this Agreement. Vendor will assist the City through the Help Desk for workstation installation only if other workstations are already installed and working. The Help Desk will not install or upgrade server software or database client software on a "first" machine.
 - E. Any services not covered in paragraph 6 above.
 - 8. Insurance.

Vendor's Insurance

Prior to commencing work, the Vendor shall procure and maintain at Vendor's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Vendor, his agents, representatives, employees, or subvendors. The cost of such insurance shall be included in Vendor's bid.

Without in any way affecting the indemnity provided, the Vendor shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

Minimum Limits of Insurance

Vendor shall obtain insurance of the types and in the amounts described below:

- 1) Commercial General Liability Insurance
 Vendor shall maintain commercial general liability (CGL) with a limit of not less
 than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) Business Auto and Umbrella Liability Insurance
 Vendor shall maintain business auto liability with a limit of not less than
 \$1,000,000 each accident.

Workers' Compensation and Employer's Liability Insurance
Vendor shall maintain workers' compensation insurance as required by the State
of California and Employer's Liability Insurance in the amount of \$1,000,000 per
accident for bodily injury or disease.

Minimum Scope of Insurance

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Monica, its officers, officials, employees, or volunteers; or the Vendor shall provide a financial guarantee satisfactory to the City of Santa Monica guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their

- inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
- 2) For any claims related to this project, the Vendor's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
- 3) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the Civil Code.

General Liability, Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Vendor in the performance of services under the contract.

All Coverages

- Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given (add user department and specify specific individual and title) to the City.
- 2) If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from the Vendor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Vendor, City may deduct from sums due to the Vendor any premium costs advanced by the City for such insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

Verification of Coverage

Vendor shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms

provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subvendors

Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverages for subvendors shall be subject to all of the requirements stated herein.

- 9. Indemnification. During the period any portion of the Software is in transit or until successful installation, Vendor shall have sole responsibility for all risk of loss or damage to the Software. Vendor shall indemnify, defend and hold harmless City from and against any and all claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the following: (i) Vendor's performance of or failure to perform its obligations under this Agreement; (ii) arising from the willful misconduct or the negligent acts, errors or omissions of Vendor, its officers, agents, and employees in the performance of its services under this Agreement, including, but not limited to the installation of the Software and the training hereunder; and (iii) any patent, copyright and other infringement claim by any third party in connection with the Licensed Product.
- 10. Notices. All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

To City:

City of Santa Monica 1685 Main St., Room 110 Santa Monica, CA 90401 Attn: Jory Wolf, Chief Information Officer

To Vendor:

Compulink Management Center, Inc., dba Laserfiche 3545 Long Beach Blvd. Long Beach, CA 90807 Attn: Chuck Barrick

- Costs of Litigation. If any legal action or proceeding is necessary to enforce any provision of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to receive from the opposing party all costs and expenses and such amount as may be adjudged to be reasonable attorneys' fees. The prevailing party's attorneys' fees shall be paid whether or not the action is prosecuted to judgment. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by the prevailing party as well as any attorneys' fees paid to outside attorneys in connection with the action.
- 12. Assignment. Vendor shall not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which may be withheld at the City's sole discretion. Any attempt to do so without the City's consent shall be null and void, and any assignee, sublessee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, sublease, hypothecation or transfer.

13. Termination.

- A. This Agreement may be terminated by either party at the end of its initial term or upon sixty (60) days prior written notice to the other party.
- B. This Agreement shall be terminated without refund upon the City's default of the terms of the Software License Agreement.
- C. This Agreement may be terminated at any time by Vendor in the event of any failure on the part of City to pay the maintenance fee provided for hereunder after thirty (30) days notice that the maintenance fee is delinquent.
- 14. **Delays.** Vendor shall not be liable for any delay in performance directly or indirectly resulting from acts of City, its agents, employees or subvendors, or causes beyond the control of Vendor, including, but not limited to, acts of God, acts of a public enemy, acts of the United States or the District of Columbia, any State or Territory of the United States, or any of their political subdivisions; fire, flood, epidemics, quarantine restrictions, strikes, civil commotions or revolution; freight embargoes; unusually severe weather condition; or default of Vendor's subvendors or suppliers.
- 15. Entire Agreement. This Agreement, in addition to the Software License Agreement, constitutes the entire agreement of the parties and the terms and conditions stated herein supersede all prior agreements between the parties relating to the subject matter of this Agreement.
- 16. **Modifications to Agreement**. This Agreement may be amended by the parties only by a written agreement between the parties and approved as to form by the City Attorney.
- 17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Limited Warranty.

- A. Vendor warrants the Software Product shall be free from defects in materials and workmanship for ninety (90) calendar days commencing from system acceptance of the Software Product as set forth in the License Agreement. During this period, the Software Product is warranted to conform to the specifications as stated in the RFP and RFP response.
- B. The Software Products shall continue to perform in accordance with Vendor's most current documentation, which may be modified from time to time, so long as the City remains a subscriber to the Maintenance Agreement between the parties.
- C. There is no program code, other than as specified in Vendor's documentation, that will restrict the City's use of the Licensed Product upon payment in full.
- D. Any modification or enhancement of the Licensed Product shall satisfy the warranties and conditions set forth in this Section, so long as the City is a subscriber to the Maintenance Agreement between the parties.
- E. YEAR 2000 CERTIFICATION: Vendor warrants that the Software Products shall be capable of performing all calculations, comparisons, sequencing, and other types of processing as they relate to calendar dates and date-related data before, during, and after the year 2000 without material error or degradation of performance.

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F. The Software Products will be free of any errors which severely effect the operation of the system or keep the system from production use.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF SANTA MONICA a municipal corporation

Bv: /

LAMONT EWELL

City Manager

APPROVED AS TO FORM:

MARSHA JONES MOUTRIE

City Attorney

ATTEST:

Marie Waltersont

MARIA STEWART

City Clerk

COMPULINK MANAGEMENT CENTER, INC.,

d/b/a Laserfiche

By:

Its:

City of Santa Monica Request for Proposal

Imaging and Content Management System

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City of Santa Monica Request for Proposal

1.0 Goals and objectives

The City of Santa Monica is focusing on streamlining its municipal operations in an effort to improve the cost effectiveness and efficiencies of delivering governmental services. As part of this effort, the City desires to implement a new Imaging and Content Management system with a web browser-based interface available to both City staff and the public.

The following Request for Proposal (RFP) is seeking interested firms to submit detailed proposals describing their experience in providing Imaging and Content Management Systems, their ability to meet our system specifications and functional requirements, and a fixed cost associated with all software and professional services requested in this RFP.

2.0 Project Description

The City currently utilizes FileNet Image Services and FileNet Content Services to store and manage images and contents across the enterprise. The desired replacement of these systems and their respective repositories will necessitate a migration of the current content as follows: The current Image Services repository contains approximately 1.3 million TIFF images (stored on optical disk). The current Content Services repository contains approximately 20,000 PDF and MS Word documents (stored on magnetic disk).

Prospective vendors must demonstrate the ability to migrate the above-mentioned content – along with its associated metadata – to their proposed systems/repositories.

Proposed system solutions shall be state-of-the-art, full-function Imaging and Content Management systems that employ browser-based, search-and-retrieval thin clients for both City staff and external (Internet) users.

The Function Requirements Section (4.0) details specific system requirements.

3.0 Vendor Minimums

All vendors responding must meet the following minimum qualifications:

- 1. The vendor must indicate the proposed solution for migrating existing FileNet Image Services (v 3.6.1) and FileNet Content Services (v 5.1) content to their respective systems and repositories.
- 2. The vendor must indicate that the proposed software can accommodate virtually any image type, document type or other electronic media format.
- Proposals must be from OEM vendors only; no reseller (VAR) proposals accepted.
 Professional Services, product and support must be offered directly by software manufacturer. In addition, the vendor will provide ongoing application support with regular product releases.

4. Vendor must provide proof of system placement (in production) in at least fifteen (15) local government (city or township) jurisdictions, demonstrating its commitment to a vertical local government market.

Due to the critical nature of this effort, the vendor's proposal must meet these minimum requirements to be gualified for further consideration.

4.0 General System and Functional Requirements

4.1 General System Requirements

The system must meet the following general system requirements:

- 1. Run on a SQL Server relational database management system (RDBMS).
- 2. Fully implement the Microsoft Windows graphical user interface (GUI) standard (The City runs Windows XP Professional and Windows 2000 Operating Systems).
- 3. The software must fully comply with the American National Standards Institute (ANSI) and SQL standards.
- 4. Runs on Microsoft 2003 Server network system architecture.
- 5. Have database administration capabilities that will allow the system administrator to manage user access and provide for the development of user accounts and provide user and password protection. Multiple levels of user security must be available that provide for read-only access, read-write access, and update access. Database administration functions should provide the ability to selectively "lock" certain database tables/records.
- 6. Provide software support for first and subsequent years through a software maintenance agreement available on a set fee basis.
- 7. The vendor must be able to provide software engineering, custom programming, and database development support, if necessary.
- 8. The system must be able to enter all century dates. The system must be able to have automatic rollovers from the year 1999 to 2000. The system must be year 2000 compliant, capable of performing all calculations, comparisons, sequencing, and other types of processing as they relate to calendar dates and date related data before and during performance.
- 9. Ability to toggle between screens/drop down menus
- 10. Must include the ability for ISD staff to customize the system.
- 11. Online Help Must include a hypertext-based online help utility.
- 12. File Management Must allow for a system Database Administrator (DBA) to easily manage the system, including the creation of individual user accounts.
- 13. Provide software licenses for 30 concurrent City staff users and 10 concurrent external (public) users.

- 14. Provide software licenses for 2 production capture stations, to include scan, index, verify and commit functions, as well as bar code recognition.
- 15. Provide administrator and end-user training.

4.2 Functional Requirements

The following bullets detail the functional requirements mandated in the proposed Imaging and Content Management system:

- MS Active Directory logon authentication
- Department of Defense 5015.2 certification, supporting audit trail, retention settings and redaction capabilities.
- Out-of-box ease in configuring new applications (client- and server-side)
- Viewer support for zoom and print (selected, zoomed area)
- Single repository solution for all images, documents, media and other electronic file formats.
- Full-function Capture utility (scan, index, verify, commit) with OCR and bar code recognition.
- Full-text (OCR) search and/or metadata search.
- Support interface for HP RISS storage solution.
- Browser-based solution designed for MS IIS Server.
- Bulk Import utility (or similar) for wholesale import of backfile conversions, including metadata.
- Compliance with State of California Dept. of Justice image/document security requirements.

A completed copy of the functional requirements must be returned with the proposal. These requirements will form part of the evaluation process.

5.0 RFP Review Criteria

Request for Proposals will be reviewed by staff in the Police Department, Planning and Community Development Department, City Clerk and ISD. Staff will compare, rate, and rank the submitted Proposals based on but not necessarily limited to the following criteria:

- Understanding of the project and responsiveness to project requirements,
- Knowledge of and experience providing similar-sized solutions and services for other cities,
- Flexibility of the final product.
- Project costs.

Following their review, staff will request City Council authorization to negotiate an agreement with the chosen vendor.

6.0 RFP Response Format

The following Request for Proposal response format is required and has been designed to facilitate comparison among RFPs submitted:

6.1 Cover Letter - Introduction

Provide a summary of your proposal and demonstrate your understanding of the project, including a general approach responding to the City's requirements. This should also include an introduction to your firm as well as the name of a contact person.

6.2 Qualifications and Experience

Provide a summary of your firm's qualifications and experience information. Include specifics regarding qualification and experience in similar projects. Demonstrate your product's acceptance and industry expertise by providing valid references of similar-sized customers using the products specified in this RFP. Customer references represent a valuable resource used to substantiate various claims made by a vendor's literature. References also provide valuable insight determining expected benefits, ongoing system support, and system upgrades.

6.3 Project Schedule

The vendor must provide a detailed work plan, including content conversion, milestone reviews, system installation, training, and ongoing customer support. Microsoft Project is required to illustrate the length of each major task. The project must provide a month by month planning schedule and include a listing of key activities, deliverables, and dates. The project timetable will be reviewed with the selected vendor, prior to beginning the project as part of contract negotiations.

6.4 Project Costs

The vendor must provide a detailed cost breakdown of the following categories:

- 1. Software Licensing (Assume 10 thick and 30 thin concurrent licenses)
- 2. Professional Services for content migration

- 3. Professional Services for software installation/configuration
- 4. On-site training (Admin and end-user)
- 5 Annual Service and Maintenance
- 6. All other miscellaneous costs not listed above

The City reserves the right to select any or all of the components above.

The award of the Contract, if it is awarded, will be to the responsible bidder complying with the instructions contained in this Request for Proposal. The City, however, reserves the right to select the schedules under which the proposals are to be compared, to reject any and all proposals, and to waive any irregularity in proposals received.

The City shall have ten (10) days after the opening of proposals within which to accept or reject the proposals.

Within fifteen (15) calendar days after award of Contract by the City Council, the proposer to whom the Contract is to be awarded will be notified of the award by telephone or electronic mail. The City and vendor shall then work together to negotiate and execute Software License and Software Maintenance agreements.

The City's insurance requirements are attached herein as Attachment A; Non-discrimination polices are attached herein as Attachment B

7.0 RFP SUBMITTAL

Submit five (4) signed copies of your entire Proposal in a sealed envelope and one (1) electronic copy in Microsoft Word format by Monday, February 13, 2006. The electronic copy shall be emailed to dayid.yeskel@smgov.net. The hardcopy proposals shall be sent to:

Imaging RFP City of Santa Monica Information Systems Division 1685 Main St., Room 110 Santa Monica, CA 90401

Attention:

David Yeskel Systems Analyst

A proposal will not be accepted after the date and time designated above. It is the sole responsibility of the proposer to see that his proposal is delivered and received in proper time. Any proposal received after said designated date and time shall be returned to the proposer unopened.

By submitting a response to this Request for Proposal, proposer waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this Request for Proposal. The City reserves the right to select any number of qualified finalists. In addition, the City reserves the right to issue written notice to all participating vendors of any changes in the proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary. Acceptance of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a Contract for execution. The City reserves the right to

reject any and all proposals. The vendor selected will be under contract to the City of Santa Monica.

8.0 RFP Tentative Schedule

The following time line outlines key dates for the RFP:

ltem	Date	Activity
1	Monday, January 23, 2006	RFP Distribution
2	Wednesday, February 1, 2006	Deadline for e-mailed questions
3	Monday, February 13, 2006 12:00 noon PDT	Vendor Proposals Due
4	Tuesday, February 21, 2006	Announcement of shortlist of top 3 respondents
5	Monday, February 27, 2006	Vendor interviews and demonstrations complete
6	Thursday, March 2, 2006	Announcement of Award Decision.
6	Tuesday, March 14, 2006	City Council Authorization
7	Monday, March 20, 2006	Contract Negotiations Begin
<u> </u>		

9.0 Information and inquiries

For further information, please contact the following City of Santa Monica staff member:

David Yeskel Systems Analyst Tel: 310-458-8483 Fax: 310-260-2867

Email: david.yeskel@smgov.net

Note: Answers to e-mailed questions will be posted to http://www.smgov.net/isd/ as soon as possible after the questions have been received.

Attachment A - Insurance Requirements and Verification

Contractor's Insurance

Prior to commencing work, the Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Contractor's bid.

Without in any way affecting the indemnity provided, the Contractor shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

Minimum Limits of Insurance

Contractor shall obtain insurance of the types and in the amounts described below:

- 1) Commercial General Liability Insurance
 Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) Business Auto and Umbrella Liability Insurance
 Contractor shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
- 3) Workers' Compensation and Employer's Liability Insurance

Contractor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

Minimum Scope of Insurance

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- 2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Monica, its officers, officials, employees, or volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Santa Monica guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
- 2) For any claims related to this project, the Contractor's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the Civil Code.

General Liability, Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Contractor in the performance of services under the contract.

All Coverage

- 1) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given (add user department and specify specific individual and title) to the City.
- If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, City may deduct from sums due to the Contractor any premium costs advanced by the City for such insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

Verification of Coverage

Contractor shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Attachment B - Non Discrimination Policies

A. Discrimination.

Discrimination in the provision of services may include, but not be limited to the following:

- (a) Denying any person any service, or benefit or the availability of a facility.
- (b) Providing any service, or benefit to any person which is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.
- (c) Subjecting any persons to segregation or separate treatment in any manner related to the receipt of any service.
- (d) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- (e) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- Consultant shall take affirmative action to ensure that intended beneficiaries
 of this Agreement are provided services without regard to race, color, religion,
 national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or
 disability.



(2) Consultant shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Consultant of a complaint with respect to any alleged discrimination in the provision of services by Consultant's personnel.

At any time any person applies for services under this Agreement, he or she shall be advised by Consultant of these procedures. A copy of these procedures shall be posted by Consultant in a conspicuous place, available and open to the public, in each of Consultant's facilities where services are provided hereunder.

B. Non-discrimination in Employment.

- (1) Consultant certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of City, State or Federal law. Consultant shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law. Such shall include, but not be limited to, the following:
 - (a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
 - (b) Selection for training, including apprenticeship.
- (2) Consultant agrees to post in conspicuous places in each of Consultant's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination policy.
- (3) Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State or Federal law.
- (4) Consultant shall send to each labor union or representative coworkers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Consultant's commitments under this non-discrimination policy.
- (5) Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law.
- (6) In accordance with applicable State and Federal law, Consultant shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with this non-discrimination policy. Consultant shall provide

- other information and records as the representatives may require in order to verify compliance with this non-discrimination policy.
- (7) If City finds that any of the provisions of this non-discrimination policy have been violated, the same shall constitute a material breach of agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that this non-discrimination policy has been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated State or Federal non-discrimination laws shall constitute a finding by City that Consultant has violated the provisions of this non-discrimination policy.
- (8) The parties agree that in the event Consultant violates any of the non-discrimination policies set forth herein, City shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.
- (9) Consultant hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Consultant receiving Federal Financial Assistance.

Exhibit 3

Systems Acceptance Criteria

- Customize and configure thick and thin client (replicating existing FileNet functionality) for existing FileNet users of Police, Permits, City Clerk and Engineering applications. Configuration shall default to all users viewing images/documents in a particular class, i.e., Police images, Permit images, Engineering images, etc.
- Successfully deploy WebLink on City's external (internet) web server.
- Successfully deploy WebLink on City's internal (intranet) web server.
- Configure Capture stations in Police and Building & Safety with functionality replicating existing FileNet Capture applications in those areas.
- Configure thick and thin clients to default to "Search" function (rather than "Browse" function) on launch.
- Configure thick and thin clients to default to grayscale or TIFF (rather than black and white) display on launch (for TIFF images). PDF docs shall be displayed in Acrobat by default.
- Provide onsite training for both Administrators (1 day), End Users (4 days) and Scanner Operators (2 days).
- Configure Laserfiche to use City's HP RISS device as primary storage (Laserfiche Repository) for all content, including converted FileNet content, as per the following criteria:

The interoperability between the Laserfiche server and the RISS appliance is achieved through the use of HP's File Migration Application (FMA) providing a hierarchical storage solution. FMA runs as a separate application and can co-exist on the Laserfiche server. FMA operates by scheduled migration of files on FMA monitored volumes of the Laserfiche serveror network storage used by Laserfiche (it is imagined that this process would occur daily, at off-peak usage hours similar to a back-up routine). During the migration process, files on the FMA monitored volume (FMA Volume) are transferred to the RISS appliance and file "stubs" are left in their place. When an application such as

Laserfiche attempts to access the file stubs they are replaced with files from the RISS by the FMA application. The FMA is a service that sits below the application layer so it works completely transparent to the Laserfiche server. Documents that have been recently accessed through the FMA volume are temporarily cached on the FMA managed volume and then removed to the RISS on the next FMA migration. The FMA Volume will require enough storage space to hold all recently added documents as well as any recently accessed documents between FMA migration routines (i.e. daily). Overall, the performance and functionality of Laserfiche is not affected by the FMA/RISS storage scheme although functions related to the export and migration of large numbers of documents (i.e. 100 or more) may introduce some delays in process completion. However, these delays do not introduce any lock-ups or time-out issues and it is not likely that these functions will be common practice for the proposed solution. N.B. The tests were performed on a single-processor, 1.5GHz Dell lap-top computer serving as the Laserfiche Server, FMA host, and Laserfiche client—with recommended server hardware the potential for performance degradation is significantly less.

Verification of FMA Functionality

- 1. Basic File system functionality within Laserfiche
- Copy, Cut, Paste files: Move documents around from within the Laserfiche client.

Works Fine as expected

• Retrieve documents from Laserfiche: Verify that you can retrieve images from the RISS through Laserfiche. Migrate a series of documents into the RISS, configure the retention period on the cache to be a few minutes, wait and try to retrieve documents from within the RISS.

Works fine as expected, virtually imperceptible delay in retrieval time due to RISS processing overhead

• Move files around within the folder structure: Again something that shouldn't have an impact on the Laserfiche behavior, but should be tested.

Works fine as expected

• Migrate files to a FMA managed volume: Move a set of files/folders to the FMA volume. Wait for the files to be cached, and sent to the RISS, then try to retrieve the documents.

Works fine as expected

• Migrate files out of a FMA managed volume: Migrate a document out of the FMA volume into the default volume on the C drive.

Works fine as expected

• Export files from an FMA managed volume: Server creates cached copy of the file on the server before exporting, FMA steps in and fetches the document before the server exports.

Works fine as expected

• Test e-doc functionality for files stored within the RISS: Open e-docs, try to create locks on the files, test out Microsoft Office integration features.

Works very well

• Scanning directly to an FMA monitored drive: FMA will allow the write to the managed volume to take place, and then wait its designated period of time until

archiving.

Works fine as expected

• Single RISS Multiple Repositories: Test if it is possible to store repositories from different volumes into the RISS and access them.

Works fine as expected

- 2. Test out viewer capabilities:
- Add Stamps, Sticky Notes and Tags
- Test redactions and highlights
- Try to OCR and Index files stored within the RISS

All work fine as expected (note: OCR process should be performed prior to RISS migration for any significant number of documents to ensure optimum performance)

- 3. Speed tests
- Open small imaged/electronic docs

Delay too small to measure

• Open large imaged/electronic docs

Number of pages on imaged files is irrelevant since Laserfiche accesses documents one page at a time, since RISS overhead is primarily due to verification / audit functions, file size makes little difference, data transfer rate is too fast to measure

 \bullet Copy and paste functions, export, and migrate large number of documents (400pp imaged document / 400 e-docs)

Performance decreases as number of documents being processed increases although all processes completed successfully without error. It is not likely that these functions will be used regularly in the proposed solution and certainly not with the number of docs/pages tested – both tests and all processes were completed in approx one minute



PROPOSAL FOR

THE

City of Santa Monica

FOR

DOCUMENT IMAGING AND

CONTENT MANAGEMENT SYSTEM

February 10, 2006

This document outlines a proposal for a Laserfiche document imaging and content management solution for the City of Santa Monica by Compulink Management Center, Inc., dba Laserfiche Professional Services Group (PSG), in response to the City's Request for Proposal issued January 23, 2006.

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Overview

For nearly twenty years Laserfiche has developed and implemented document imaging and management solutions and has established the Laserfiche software suite as an industry standard world-wide through more than 22,000 installations. By implementing the proposed Laserfiche solution, the City of Santa Monica will greatly increase their efficiency in managing documents throughout the city while decreasing the costs associated with future expansion and maintenance.

Laserfiche has been provided an outlined history of the City's current document management system and the departments that currently use it along with detailed information about the volume of stored records, image capture and processing, and document management requirements. Laserfiche has also performed an analysis of the City's information systems infrastructure and plans for expansion. Using this information, the Laserfiche Professional Services Group (PSG) is proposing a solution to implement our Records Management Edition (RME) document imaging and management server with our WebLink server for browser-independent web access.

Documents and electronic files from the City's current repository will be migrated to the Laserfiche solution to provide seamless access to legacy data and information. Additionally, the enterprise deployment capabilities of Laserfiche allow for separate repositories to support the specific security requirements of the City's Police Department. Now in its seventh major release, Laserfiche is a mature product with robust features that will provide the specific interface and functionality requirements of the City's various departments without custom programming—allowing for rapid deployment and easy adoption. An implementation schedule for installation, configuration, training and data migration has been developed that outlines an efficient time-table to complete the project in a timely manner.

Special attention has been given to the particular scanning, indexing and verification of imaged documents being captured in the Police and Building & Safety departments in the City to ensure that the customized functionality of the City's current imaging system can be replicated by Laserfiche. After careful observation and testing it has been determined that Laserfiche Quick Fields application modules will provide this functionality without the need for custom programming.

The proposed Laserfiche solution has been adopted by more than 2,300 Federal, State and local government agencies and cities across the United States because of its ease of use and robust administration and security features. Additionally, our software products have been used by many of the nation's largest financial service institutions and healthcare organizations to meet the stringent requirements of the Security Exchange Commission, Sarbanes-Oxley (SOX), and HIPPA compliance requirements. The proposed Laserfiche solution has been certified by the U.S. Department of Defense (5015.2) which is recognized world-wide as the de-facto standard for records management, retention, and security functionality. Laserfiche adheres to an open architecture and non-proprietary file formats to guarantee the future availability of the documents and information that it manages.

Qualifications and Experience

Laserfiche History

Compulink Management Center was founded in 1976 by current CEO Nien-Ling Wacker as a custom software development company. In 1987 the first commercial version of the Laserfiche product was published and directly supported by Laserfiche staff. Now, with more than 160 employees, over 22,000 installations, and worldwide distribution through a network of more than 500 value-added resellers, Nien-Ling continues to oversee the day-to-day operations of the company and direct the Laserfiche product roadmap. Laserfiche is a minority/woman-owned business.

Laserfiche is, first and foremost, a software development company that is constantly enhancing the functionality and performance of its programs and maintains complete control over the authoring, distribution and marketing of its software suite. As a privately held corporation, Laserfiche is not subject to the meandering interests of a publicly held corporate board and has experienced consistent growth since inception.

In 1999 the Laserfiche Institute was established to support the growing number of users, holding regional education conferences in the U.S. and Canada in addition to hosting the Laserfiche User Conference held each year in Southern California.

Today, Laserfiche is considered an industry standard with certification by the U.S. Department of Defense and has also gained acceptance and is used by the U.S. Congress, the U.S. Central Intelligence Agency, the U.S. Air Force, the U.S. Navy, and the U.S. Federal Bureau of Investigation, to name a few. Internationally Laserfiche has been most notably adopted by the entire Department of Immigration of Mexico, the government of Saudi Arabia, and the developing government of Iraq.

Case Studies

City of Anaheim, California http://www.anaheim.net

Customer since 1999 Population: 332,000

Contacts:

Robb McIntosh, IT Director, 714-765-5181, rmcintosh@anaheim.net

Erlinda Compton, Records Manager, 714-765-5166, ecompton@anaheim.net

Ron Smith, Records Manager -Public Utilitles, 714-765-4158, rgsmith@anaheim.net

Server: Laserfiche Enterprise Server v7, 15 databases, 35 concurrent full users, 95 concurrent retrieval users Add-ons: WebLink Enterprise, Advanced Audit Trail, Laserfiche Plus CD/DVD Publisher, Quick Fields, Snapshot

Estimated repository size = 6 million images

Departments using Laserfiche: City Clerk, Public Utilities, Public Works, Finance (including Accounts Payable), Building and Planning, Fire, Convention Center

Solution Highlight: The Laserfiche solution at the City of Anaheim is a result of following the project management methodology described in the Professional Services section of the proposal. The classification of documents, file plan, access control policy, retention management and disaster recovery plans all follow our best practices. The solution is used effectively throughout the city because a great deal of emphasis has been put on user education. Laserfiche has also been utilized to make other software solutions more effective through integration. Noteworthy projects include integration with the City's GIS system and permitting software.

City of Riverside, California http://www.riversideca.gov Customer since 1998

Population: 275,000

Public Access: http://aquarius.riversideca.gov/weblink2/#

Contacts:

Steve Reneker, Chief Information Officer, 951-826-5901, <u>sreneker@riversideca.gov</u> Colleen Nicole, City Clerk, 951-826-5557, <u>cnicole@riversideca.gov</u>

Roz Vinson, Records Manager-Police Dept., 951-826-5353, rvinson@ riversideca.gov Laserfiche Components: Police - Laserfiche Enterprise Server v7, 15 databases, 35 concurrent full users and 135 concurrent retrieval users Add-ons: Workflow, Advanced Audit Trail, CD Plus, Snapshot Estimated repository size = 6 million images + 2 million audio files

City: Laserfiche Enterprise Server v5, 15 databases, 35 concurrent full users and 100 concurrent retrieval users. Estimated Repository Size = 3 million images

Departments using Laserfiche: Police, City Clerk, HR, Engineering

Solution Highlight: The Laserfiche solution at the City of Riverside is a great example of using integration to automatically configure and build a comprehensive content repository. Through integration with the Police Department's RMS system, case folders are automatically created and case documentation is automatically indexed and filed. Similarly, through integration with their digital recording system, audio files are automatically downloaded, indexed and filed. The end result is a system that stores and protects critical documents and audio files and provides secure access twenty-four hours a day / seven days a week.

City of Santa Ana, California http://www.ci.santa-ana.ca.us Customer since 1999 Population: 350,000

Contacts:

Bruce Fruchter, Information Services, 714-647-5408, bfruchter@ci.santa-ana.ca.us
Anita Barrett, Records Manager-Police, 714-245-8620, abarrett@ci.santa-ana.ca.us
Laserfiche Components: City - Laserfiche Enterprise Server v7, 15 databases, 17 Full and 25 Retrieval users. Add-ons: WebLink, CD Plus, Snapshot, and Quick Fields w/Zone OCR, Lookup, annotation/bates numbering. Estimated Repository Size = 2 million images

Police - Laserfiche Enterprise Server v7, 15 databases, 14 concurrent full users and 50 concurrent retrieval users. Add-ons: WebLink, Advanced Audit Trail, CD Plus, Snapshot, and Quick Fields w/ Multiple Doc Class, Zone OCR, Pattern Matching.

Estimated Repository Size = 4 million images

Departments using Laserfiche: City Clerk, Police, Finance

Solution Highlight: Prior to implementing Laserfiche, the Santa Ana City Clerk's office followed a very tedious manual process for labeling and numbering the pages of agenda items. Utilizing Laserfiche Quick Fields, a customized component was developed that automates the process. Information about the agenda items are entered and all items are scanned as a single batch. Quick Fields automatically separates items into individual documents and labels each page with the item number and page number following the City's existing conventions. The Santa Ana Police Department uses Quick Fields with Document Classification to automatically scan and index their booking files. In the Finance dept. they use Laserfiche to scan and index permits among other files. Public Works is currently integrating their existing information database with Laserfiche and plan to integrate GIS this year.

City of Wichita, Kansas http://www.wichita.gov Customer since 1998 Population: 355,000

Public Access - http://services.wichita.gov/accidentreports/default.aspx

Contacts:

Cliff Thomas, IT Manager, 316-268-4318, cthomas@wichita.gov

Server: Laserfiche Enterprise Server v7, 15 databases, 100 Full and 35 Retrieval concurrent users. Add-ons: WebLink Enterprise, Workflow, Advanced Audit Trail, Laserfiche Plus, Snapshot, Quick Fields, w/ Zone OCR and Barcode.

Estimated repository size = 7 million images

Departments using Laserfiche: City Clerk, Human Resources, IT, Police Records, Court Records, Risk Management, Pension Management, Finance, Treasury, Purchasing, Metropolitan Planning, Public Works, Water and Sewer

Solution Highlight: The City of Wichita issued an RFP for a document management solution that stated a clear preference for working directly with software developers and not resellers. Like many Laserfiche customers, Wichita found a variety of ways to use Laserfiche that they had not anticipated when the project first started. An excellent example of this is the way in which they use Laserfiche to provide online accident reports. By integrating Laserfiche WebLink with an online payment system, Wichita provides the ability to request and purchase accident reports online. Once the request has been processed, links to PDF versions of the accident report are automatically emailed to the requester. The solution has proven not only to streamline the process for providing information to the public but has provided a positive fiscal impact to the city.

County of Los Angeles Community Development Commission

http://www.lacdc.org Customer since 2000

Contacts:

Catherine Petersen - Systems Analyst, 562-347-4663, <u>catherine.petersen@lacdc.org</u> Irma Rivas - Records Manager, 323-838-5039, <u>irivas@lacdc.org</u>

Server: Laserfiche Enterprise Server, 125 Full and 100 Retrieval concurrent users. Add-ons: Advanced Audit Trail, WebLink Enterprise, Web Access Enterprise, Workflow, Advanced Audit Trail, Laserfiche Plus, Snapshot, Quick Fields, w/ Zone OCR and Barcode, Developers Complete Toolkit.

Estimated repository size = 4.5 million images

Departments using Laserfiche:

Community Development Commission and Housing Authority

Solution Highlight: The County of Los Angeles Community Development Commission (LACDC) in conjunction with the U.S. Department of Housing and Urban Development manages rental property for residents throughout the County of Los Angeles. The amount of paperwork required to track these properties is immense. LACDC wanted a solution to minimize the paperwork generated throughout the life cycle of a subsidized rental agreement. Through an RFP process, LACDC chose Laserfiche as the document management software best suited to meet their challenges. LACDC employed Laserfiche's Professional Services Group to analyze current business processes in order to simplify their existing workflow. These workflow rules were created to push electronic documents through various approval processes related to qualification requirements for assisted housing. Since implementing the Laserfiche workflow solution, the time to process paperwork has decreased dramatically and allowed the Commission to reduce costs in the process.

Additional City References

Shirley Clark, City Clerk
City of Las Cruces
200 North Church Street City Hall
Las Cruces, NM 88004
505-541-2555
shirleyc@las-cruces.org

Bruce Bounds, System Administrator City of Monroe 300 W. Crowell Street Monroe, NC 28112 704-282-4634 bbounds@monroenc.org

Karen Diaz, City Clerk City of Union City 34009 Alvarado-Niles Rd. Union City, CA 94587 510-675-5348 lindaw@ci.union-city.ca.us

Peggy Limpert, Administration - Police City of Redondo Beach 401 Diamond St Redondo Beach, CA 90277 310-379-2477 x 2310 Peggy Limpert@redondo.org

Brenda Brittingham, Systems Admin City of Virgina Beach 281 City Hall Bldg. Virginia Beach, VA 23456 757-427-8342 bbrittingham@vbgov.com

Bob Johnson, Resource Manager City of Arlington 101 W. Adram Street Arlington, TX 76010 817-459-6420 johnsonrl@ci.arlington.tx.us Jeff Colitti, Systems Analyst City of Bakersfield 1501 Truxtun Avenue Bakersfield, CA 93301 661-326-3683 jcolitti@ci.bakerfield.ca.us

Kyle Spooner, IT Manager City of North Richland Hills 7301 Northeast Loop 820 North Richland Hills, TX 76180 817-427-6151 kspooner@nrhtx.com

Shakeel Ajam, Systems Analyst City of Fairfield 1000 Webster Street Fairfield, CA 94533 707-428-7529 salam@ci.fairfield.ca.us

Michael Rohricht - IT Director St. Paul Police Department 367 Grove Street Saint Paul, MN 55101 651-266-5523 michael.rohricht@ci.stpaul.mn.us

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Atlantic City, NJ 08401
609-347-5510
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Marian Karr, City Clerk City of Iowa City 410 E. Washington St. Iowa City, IA 52240 319-356-5041 marian.karr@ci.iowa-city.ia.us

Laserfiche configurations similar to the proposed solution are used by more than 1,400 cities and municipalities across the United States and in hundreds of cities around the world.

General System Requirements (RFP Sec 4.1)

Run on a SQL Server relational database management system (RDBMS).

The Laserfiche server interfaces natively with SQL database to manage the storage of document specific metadata, filing information, and audit data. Laserfiche 7.1.2 supports MSDE, MSSQL 2000 SP4, MSSQL 2005, and Oracle 9i/10g.

Fully implement the Microsoft Windows graphical user interface (GUI) standard (The City runs Windows XP Professional and Windows 2000 Operating Systems).

Great pains have been taken to mask the transition between the standard Windows GUI and Laserfiche. Both the Laserfiche Windows client and Web Access thin client solutions implement the standard Microsoft Windows Explorer GUI, which includes: the nested folder structure, right click context menus, common keyboard shortcuts, customizable folder views, and drag-and-drop functionality.

The software must fully comply with the American National Standards Institute (ANSI) and SOL standards.

The SQL servers supported by the Laserfiche server -MSSQL 2000 SP4, MSSQL 2005 and Oracle 9i/10g, are all comply with either the SQL-92 (SQL2) or SQL-99 (SQL3) ANSI SQL standard.

Runs on Microsoft 2003 Server network system architecture.

Laserfiche was designed and optimized for the MS 2003 Server platform.

Have database administration capabilities that will allow the system administrator to manage user access and provide for the development of user accounts and provide user and password protection. Multiple levels of user security must be available that provide for read-only access, read-write access, and update access. Database administration functions should provide the ability to selectively "lock" certain database tables/records.

The Laserfiche Administration Console provides a graphical interface through which all system administration functions are performed. Administrative functions can be distributed by user or role through the assignment of privileges and user access is controlled through feature and access right settings. System design and maintenance is performed through the Administration Console as well, such as index schemas, records management object definitions, audit settings, tag definitions and other component definitions.

Provide software support for first and subsequent years through a software maintenance agreement available on a set fee basis.

The proposed solution includes Laserfiche Software Assurance Plans (LSAP) which include technical support and software upgrades and are annually renewable. The proposed solution also includes VIP support plans which provide advanced on-site technical services and are also annually renewable.

The vendor must be able to provide software engineering, custom programming, and database development support, if necessary.

Laserfiche is the developer of the proposed solution and owns the source code of all proposed modules. The Professional Services Group offers custom programming and integration services and has direct access to the Laserfiche development staff to ensure projects are optimized for performance and reliability.

The system must be able to enter all century dates. The system must be able to have automatic rollovers from the year 1999 to 2000. The system must be year 2000 compliant, capable of performing all calculations, comparisons, sequencing, and other types of processing as they relate to calendar dates and date related data before and during performance.

Full support for year-2000 compliance is provided as referenced in regards to calculations, comparisons, sequencing, etc. However, the Microsoft SQL database system imposes a limitation such that all dates must fall between January 1, 1753 (1-1-1753) and December 31, 9999 (12-31-9999). This is not a restriction placed by Laserfiche. If so desired, customized date fields which circumvent this restriction may be provided as part of our VIP services.

Ability to toggle between screens/drop down menus

Standard Windows keyboard shortcuts are supported within the Laserfiche interface-including the ability to tab between screens/menu options, cut and paste shortcuts, and drag-and-drop functionality.

Must include the ability for ISD staff to customize the system.

In-House customizations can be affected through the Laserfiche Toolkit, which exposes a number of client and server COM objects allowing the ISD staff to write custom utilities and integrations. The Toolkit also includes the necessary runtimes to allow these customizations to be deployed independently of the full Laserfiche Client.

Online Help - Must Include a hypertext-based online help utility.

Every Laserfiche application includes context sensitive online help that is indexed by topics and is keyword searchable. Additionally, technical documentation, training videos, best practices papers, and a searchable knowledgebase are available to all users on the Laserfiche Support Site.

File Management - Must allow for a system Database Administrator (DBA) to easily manage the system, including the creation of individual user accounts.

The Laserfiche Administration Console provides a single interface for the management and configuration of the Laserfiche Server and repositories including creating groups, users, templates, tags, and volumes.

Provide software licenses for 30 concurrent City staff users and 10 concurrent external (public) users. –

The proposed solution includes licensing for 10 Full-functionality and 30 Retrieval-only user licenses that can be configured for use between internal network access and external public use.

Provide software licenses for 2 production capture stations, to include scan, index, verify and commit functions, as well as bar code recognition.

The pricing section of the proposal includes six concurrent user licenses for our Quick-Fields automated scan and process application to support the two multi-user capture applications in the Police Department and Building & Safety with comprehensive indexing and data verification capabilities.

Provide administrator and end-user training.

Comprehensive User and Administrator training is provided as part of the Implementation Plan.

Functional Requirements (RFP Sec 4.2)

The following bullets detail the functional requirements mandated in the proposed Imaging and Content Management system:

MS Active Directory logon authentication

Laserfiche bundles Windows Authentication and Active Directory integration with the core system. Security rights and permissions can be assigned to individual Windows users or groups, eliminating the need to re-create user accounts in Laserfiche.

Department of Defense 5015.2 certification, supporting audit trail, retention settings and redaction capabilities.

The Records Management Edition (RME) of Laserfiche was D.O.D 5015.2 certified in September 2003, and has since been recertified in September 2005. The Records Management Edition (RME) bundles a Laserfiche United Server with our Records Management plug-in and Advanced Audit Trail to give our customers the ability to efficiently manage the retention, disposition, and security of all their records.

Out-of-box ease in configuring new applications (client- and server-side)

All Laserfiche applications are simple to install and configure. All installations are "wizard" driven and provide step-by-step instructions. Configuration is performed through graphical interfaces and online help is available to explain each option. Laserfiche applications are fundamentally intuitive to manage.

Viewer support for zoom and print (selected, zoomed area)

The Laserfiche viewer provides the ability to zoom in on images by percentage or by drawing a box around an area with the mouse. Laserfiche also provides the ability to copy or print the zoomed area.

Single repository solution for all images, documents, media and other electronic file formats.

Laserfiche provides a single repository for all electronic files (images, documents, audio and video) and provides the ability to manage physical records as well.

Full-function Capture utility (scan, index, verify, commit) with OCR and bar code recognition.

Quickfields, our automated batch processing solution can read flat and 2D barcodes and use that information to populate template fields and generate dynamic folder structures. OCR functionality is inherent to the Laserfiche system and may be initiated at capture, on-the-fly, or on demand.

Full-text (OCR) search and/or metadata search.

You can run full text searches on the documents or search based on template information. You can also search by specific folders, volumes, template types, tags, creation and modification dates, sticky note text, object name, electronic document file types, document relationships, and information related to cutoff, retention, and disposition. These searches all work in conjunction with Laserfiche security settings to conform to predefined user and group access rights (i.e. users are not able to perform searches on documents or information that they do not have access to including restricted fields and redacted text).

Support interface for HP RISS storage solution.

Laserfiche is a member of the Information Lifecycle Management (ILM) partnership program with Hewlett-Packard and in so has developed a simple yet elegant method for leveraging the features of both systems to provide high-performance and secure data access. The HP RISS device is seamlessly integrated with the Laserfiche document imaging and content management solution through the use of HP's File Migration Agent (FMA). FMA acts as an interpreter between the standard Windows file system and the RISS data structure—eliminating the need for a custom integration between the two systems. Content stored in the Laserfiche repository can be automatically migrated by FMA and managed by the RISS ILM functionality in real-time—a transparent solution to handle the long term storage of documents. Laserfiche's advanced records management features, combined with our unique non-proprietary portable volume data structure, offers the ability to use the RISS as near-line storage for cutoff records, and as final disposition for archived records. This allows for the creation of discrete zones within the RISS where ILM functions are applied.

Browser-based solution designed for MS IIS Server.

The Laserfiche WebLink thin-client solution is hosted as a Microsoft IIS virtual directory and is compatible with IIS 5.0 and above. WebLink is a read-only client designed to be platform independent and run on most popular web browsers.

Bulk Import utility (or similar) for wholesale import of back-file conversions, including metadata.

Laserfiche Quick Fields (part of the proposed solution) provides the ability to Import documents from Windows directories and process them according to predefined business rules. Back-file conversion jobs are usually imported to Laserfiche in one of two ways. The first approach is to work with a scanning service bureau that utilizes Laserfiche and they will deliver Laserfiche briefcases or volumes which will match the file plan of the City's repository. The other approach is for the service provider to include a text file with document metadata which Quick Fields will use to assign metadata to the images as they are imported.

Compliance with State of California Dept. of Justice Image/document security requirements.

Laserfiche has been implemented in a large number of law enforcement agencies in California in compliance with DoJ requirements. The architecture of Laserfiche Volumes simplifies system design and can be configured to match the physical size of WORM storage media. Additionally, Laserfiche volumes can be configured as permanent records storage so that, once stored, they can neither be deleted nor altered by any Laserfiche user and all actions within Laserfiche are tracked by our advanced Audit Trail functionality. While implementation can depend on the way the DoJ requirements are interpreted, PSG maintains a conservative approach to provide security while maintaining the full functionality of the program.

Solution Components

Laserfiche Repository

The City requires the use of multiple databases for the departments that currently use document imaging and management applications. In an effort to provide the City with a robust but flexible and cost effective solution, the Laserfiche Records Management Edition (RME) Server for Microsoft SQL with one additional database is recommended. This configuration will provide the base repository to support the City's current and future needs, including the Police Department, Building & Safety, and the City Manager's office. The architecture of this server configuration introduces no predefined limitations for number of concurrent users or number of records that can be stored in the repository. Laserfiche RME Server incorporates advanced audit trail, records retention, cutoff, and destruction features as part of its Department of Defense 5015.2 certification.

Laserfiche Client

The Laserfiche client application interface is an intuitive Windows-based program with advanced functionality for search and retrieval, editing, mark-up (highlight, redaction, sticky notes, and stamps), scanning, indexing and optical character recognition (OCR). Now in its seventh generation, the Laserfiche user interface is regarded as the most robust, user-friendly document imaging application with unique features such as nested-file folder structure, floating thumbnail, template (index card), text, search, and image views that support multiple monitors, advanced scanning functionality and image enhancement, and Microsoft Office Integration. User licensing is divided into "Full" users and "Retrieval" users supported by the single client application. With proper access rights, Full users are able to Add, Edit, and Delete images in the repository in addition to the Search, Retrieve, and Export capabilities of the Retrieval user. The added functionality of our Snap Shot print capture utility has also been included. License use is based upon concurrent users and additional users may be added in single increments.

Laserfiche WebLink Server

The Laserfiche WebLink server application provides secure, browser-independent web access to the Laserfiche repository for search and retrieval functionality only. User licenses for Laserfiche Retrieval clients and WebLink clients can be shared, and usage can be managed through the administrator console. Implementation of WebLink is simple and can be completed in a matter of hours with no need for HTML coding. The WebLink interface is easily customized and can be tailored and integrated with the City's own website.

Laserfiche Quick Fields Capture/Process Suite

In addition to the built-in scanning capabilities of the Laserfiche client application, Laserfiche offers the Quick Fields automated capture and processing suite for advanced functionality. With Quick Fields, many options are available as add-on modules to the base Quick Fields application, including Annotation/Bates Numbering, Bar-code and optical mark recognition, forms processing, zone OCR, pattern matching, Real-time look-up and the server-based Agent application for unattended operation. With an in-depth investigation into the potential uses by the City, Quick Fields with Real-time look-up and Bar-code recognition is proposed to support common data capture routines and to aid in the migration of data from the City's current document imaging system.

Implementation Plan

The following overview describes the primary elements of the implementation process which includes installation of the proposed system components and supporting the City's staff through the configuration, migration, testing, and training phases of the project. The Professional Serviced Group follows a formal implementation methodology for all engagements. While the primary components of the project are listed below, we have attached a detailed explanation of our implementation methodology as Attachment A – Implementation Methodology.

Project Management

The scope of this project requires effective communication and coordination of activities among the various departments and staff of the City that will be involved in the project. A Laserfiche representative, in co-operation with City ISD staff, will develop and maintain a project plan to outline and track project milestones, coordinate activities, and provide vision to the project for all involved parties.

Implementation Consulting

Implementation consulting focuses on identifying the City's current database, volume, and indexing structure, and designing a folder structure and template field scheme in Laserfiche to accommodate the migrated data. Departmental administrators and records manager will have input during this process to ensure a complete and acceptable design. Information obtained during Implementation Consulting will also be used to develop training outlines.

Server and Client Software Installation & Configuration

Laserfiche PSG will install the new versions of Laserfiche's RME and WebLink server applications on computers designated by the City's ISD staff. ISD Administrators will be present to understand and assist in the integration and configuration of the software to maximize performance and ensure smooth operation. Tests will be performed to confirm that the installation has been completed as described.

Administrator Training

System Administrator Training begins with the initial Implementation Consulting meeting. Separately, one day will be set aside to train the designated administrators on the specifics of configuring and supporting the security and indexing features of the application as well as the advanced functionality of the solutions various components.

End-User Training

End-user training is designed to introduce users to the functions and operations of the Laserfiche interface and to familiarize them with the procedural steps of data capture, template use, and search functions. The training is structured as a handson, workshop-style program to provide assistance to general and specific working environment concerns.

Data Migration Service

Based on the information provided in the City's RFP regarding the current indexing and volume structure of the City's FileNet repository it is estimated that the migration of the data will require approximately three weeks to complete. The basic steps to the process will be the extraction of existing data, conversion, and import. To ensure data integrity, accurate indexing, and security, the entire process will be performed on-site with oversight by the City's ISD staff. Data from the FileNet system will be extracted by use of a custom-developed application which captures all of the images, documents, document class structures, and related indexing information directly from the FileNet server.

Project Timeline

We have included a tentative project timeline using March 13th as an arbitrary start date. The actual timeline will depend on hardware procurement schedules and the availability of City personnel. A formal project timeline with mutually agreed upon milestones is a deliverable of the Implementation Consulting process.

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Laserfiche PSG Support

VIP Services

To create the least amount of burden on IT staff, and to optimize the benefits of your Laserfiche software we recommend our VIP support package. Our VIP Services program offers on-site support, a dedicated support engineer, and remote access support among other services. Laserfiche Professional Services Group maintains a select group of direct customers in order to keep close ties with users in various industries through whom we solicit feedback that is incorporated in the Laserfiche development roadmap.

For the City of Santa Monica, two VIP Service Level I plans are recommended which would provide for a total of 20 days of on-site support for the first year of operation. Initially 10-15 days would be used for installation, configuration, and training as outlined in the implementation plan. The remaining days will be available for the City to use for on-site and remote access service. Additionally, PSG provides the following services as part of our VIP program:

- Dedicated Support Engineer A Laserfiche PSG Support Engineer will serve as your primary contact for Laserfiche support through a direct telephone line.
- Next-Day On-Site Support The On-Site Support hours can be used for upgrade installation, problem solving, and consulting.
- Training On-site support hours can also be used for training on advanced features, new staff, or refresher courses.
- Remote Access Support Your dedicated PSG Support Engineer can dial into your Laserfiche server remotely to start the troubleshooting process in advance of any on-site work needed.
- Preventative Maintenance Guaranteed, twice-yearly visits will optimize system functions. As part of these "checkups", PSG can install new releases (with current LSAP) and new equipment; provide training on new features, fix operator errors and make recommendations on system upgrades.
- Discounted Services Receive discounts on PSG Services such as integration with existing systems, workflow management consulting, and custom application development.
- Discounted Back-file Conversion Receive discounts on back-file conversion from microfiche, microfilm, and paper documents ranging in size from business cards to E-size drawings through our affiliated.
- Free Enrollment for up to ten attendees to the Laserfiche User Conference.

Laserfiche Software Assurance Plan

The Laserfiche Software Assurance Plan (LSAP) provides the coverage necessary to maintain your Laserfiche solution in the face of the technological changes that are an inevitable part of doing business.

100% Credit for Software Upgrades

Laserfiche systems undergo continual customer-driven enhancements, and Laserfiche engineers leverage advancements in hardware and software to best serve customer needs. Periodic new releases and updates are necessary to deliver these improvements to customers. LSAP helps subscribers preserve existing investments by providing 100% credit for software upgrades.

LSAP subscribers also receive free 24-hour FTP access to new Laserfiche releases as well as updated drivers. Laserfiche routinely issues two to four new releases and updates per year. Running the most current version of Laserfiche guarantees the best possible system performance.

Information Direct from the Manufacturer

Reliable, factory-direct information is the best way to stay informed of developments that affect your document imaging and management solution. LSAP subscribers receive regular newsletters and technical bulletins to keep users and administrators informed, including technical tips and stories about how others get the most out of their systems.

The Laserfiche User and Support sites, available exclusively to LSAP subscribers, also contain advanced technical information, training videos and a user community forum where users share ideas with thousands of other Laserfiche customers around the world.

• Laserfiche Institute Annual User Conference

With more than 22,000 installations world-wide, the number of Laserfiche users grows each year, and with that, the need for continuing education on advanced features and functionality grows. Each year, the Laserfiche Institute hosts the educational conference in Southern California which attracts users, and administrators from all over the world to learn and share ideas and techniques to advance their efficiency of image and document management.

Pricing

Software modules, services, and the renewable Laserfiche Software Assurance Plan (LSAP) costs have been listed to match the proposed solution.

Product	Description	Qty		Price		Total
Laserfiche So	ftware Product Licensing					
S35	RME Server-MS SQL	1	\$	20,000.00	\$	20,000.00
SA35	Add.DB-RME Server-MS SQL	1	\$	3,000.00	- \$	3,000.00
97830	WebLink Server	1	\$	7,995.00	\$	7,995.00
F	LF Full User	10	\$	550.00	\$	5,500.00
R	LF Retrieval User	30	\$	220.00	\$	6,600.00
PS	LF Snapshot per Full user	10	\$	100.00	\$	1,000.00
QF	Quick Fields	6	\$	495.00	\$	2,970.00
QF-5	QF-Real Time Lookup	6	\$	495.00	\$	2,970.00
QF-4	LF QF-Bar Code	1	\$	1,495.00	\$	1,495.00
QF-1	ScanConnect	2	\$	165.00	\$	330.00
97858	Integrator's Toolkit- Complete	1	\$	2,500.00	\$	2,500.00
	One-Time F	Product Li	cens	ing Sub-Total	\$	54,360.00
Laserfiche So	ftware Assurance Program (Annual Softwar	re Mainte	nanc	e)		
S35B	RME Server-MS SQL LSAP (1 year)	1	\$	4,000.00	\$	4,000.00
SA35B	Add.DB-RME Servr-MS SQL LSAP (1	1	\$	600.00	\$	600.00
97830UB	WebLink LSAP (1 year)	1	\$	1,590.00	\$	1,590.00
FB	LF Full User LSAP (1 year)	10	\$	110.00	\$	1,100.00
RB	LF Retrieval User LSAP (1 year)	30	\$	44.00	\$	1,320.00
PSB	LF Snapshot LSAP (1 year)	10	\$	20.00	\$	200.00
QFB	Quick Fields LSAP (1 year)	6	\$	100.00	\$	600.00
QF-5B	QF-Real Time Lookup LSAP (1 year)	6	\$	100.00	\$	600.00
QF-4B	LF QF-Bar Code LSAP (1 year)	1	\$	300.00	\$	300.00
97858B	Integrator's Toolkit- Complete LSAP	1	\$	750.00	\$	750.00
PSGVIP001	VIP Services (10 days) Annual Support	1	\$	12,000.00	\$	12,000.00
Annual Maintenance Sub-Total					\$	23,060.00
Laserfiche Professional Services						
PSGVIP001	VIP Services (10 days) Implementation	1	\$	12,000.00	\$	12,000.00
PSGSVC009	Professional Services (Data Migration)	1	\$	20,000.00	\$	20,000.00
	SubTotal w/o Tax				\$	109,420.00
(Taxable amount is \$65,420.00) 8.25% Sales Tax					\$	5,397.15
Total w/ Tax					\$	114,817.15

The Professional Services Group of Laserfiche is pleased at the opportunity to submit this proposal and looks forward to providing its efficiency, security, and cost-saving benefits to the City of Santa Monica.

Respectfully Submitted:

Chuck Barrick, Solutions Manager

Laserfiche PSG

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(562) 988-1886 Fax

cbarrick@laserfiche.com

Laserfiche Local Government Associations

Laserfiche maintains a dedicated staff of market-development personnel who focus solely on the local government segment of the U.S. Our involvement in the following associations, and attendance of their conferences and seminars, is evidence of our continuing dedication to both contribute to, and gain education of, the specific needs and interests of state, county, and municipal entities.

MA Munucipal Association	Boston	MA
NM Association of Counties	Santa Fe	NM
ESRI Business Partner Conference	Palm Springs	CA
GTC Southwest	Austin	TX
IIMC Region VII Conference	Chicago	IL
CCMFOA of Kansas	Wichita	KS
ISAC Spring Conference	Des Moines	IA
Mi Municipal League Spring Conference	Lansing	MI
CCAC	Yosemite	CA
IMLA Mid Year Seminar	Washington	DC
NMML Annual Spring Meeting	Ruidoso	NM
GTC West	Sacramento	CA
IIMC	St. Paul	MN
NCLGISA	Wilmington	NC
АМСТО	Ontario	Canada
FL Association of City Clerks	Orlando	FL
GFOA Conference	San Antonio	TX
NM Assn of Counties Annual Conference	Hobbs	NM
ESRI Intl Annual User Conference	San Diego	CA
IL Land Title Assn Conference	Lake Geneva	WI
NACO	Honolulu	HI
FL League of Cities	Orlando	FL.
MD Association of Counties	Ocean City	MD
New Mexico Municipal League Annual Conference	Roswell	NM
WI Municipal Clerks Assn Conference	Appleton	WI
TX Assn of Counties	Austin	TX
AR Clerks Institute Conference	Fayetteville	AR
Constitutional Officers Assn of NJ	Atlantic City	NH
MI Municipal League Fall Expo	Grand Rapids	MI
MO Municipal League	Osage Beach	MO
TN Assn of Muni Clerks and Recorders	Nashville	TN
Eastern Law Enforcement and Homeland Security Expo	Monroeville	PA
League of CA Cities	San Francisco	CA
League of KS Municipalities	Wichita	KS
MISAC	Sacramento	CA
NC League of Municipalities	Hickory	NC
TX Municipal League	Grapevine	TX
Alaska Municipal League	Anchorage	AK
CA State Association of Counties	San Jose	CA
CO GFOA	Grand	CO
KY Assn of Counties	Louisville	KY
NJ League of Municipalities	Atlantic City	NJ
National League of Cities	Charlotte	NC

Laserfiche PSG Implementation Methodology

The Laserfiche Professional Services Group (PSG) develops a customized implementation program for every project they are contracted to complete. However, the methodology used during every implementation is based on the process described below. Not all projects require such formal planning, documentation and reporting, but it's important to understand the processes through which PSG develops and delivers all solutions.

Requirements Analysis - Gather and confirm all requirements for a successful implementation.

Performing thorough requirements analysis is a critical first step to successfully completing a project on time and within budget. The requirements analysis involves the inspection of the documents that will be captured, the processes that will be automated and the way in which people will use and interact with the documents once they have been digitized. During the requirements analysis, important design factors such as security, access and retention requirements will be examined and documented. Once the analysis is complete, a summary report will be provided.

Confirm Architecture-in most cases, the architecture of the proposed solution was developed using whatever information was available. Once the requirements analysis is completed, it's necessary to confirm that the proposed architecture is appropriate. If any modifications are required, they will be documented along with the reasons for the modifications in the summary report.

Confirm Software-Using the information from the requirements analysis, it's important to confirm that the proposed software solution is appropriately configured and licensed. Any required addition (or removal) of applications or licenses will be documented in the summary report.

Confirm Hardware-Information about document types, expected performance, user behavior patterns, retention schedules and expected capture volumes can greatly affect the way a hardware solution is designed. Once the requirements analysis has been completed, it's necessary to confirm that the appropriate hardware configuration has been proposed. Any modification to the hardware solution will be documented in the summary report.

Confirm Deployment Environments-The deployment environment can have a significant impact on the way in which a solution is deployed. Network bandwidth, desktop hardware and legacy systems will be examined to confirm that the solution can be deployed as planned. Any changes to the proposed solution based on environmental factors and/or any environmental changes that are required will be documented in the summary report.

Planning - Define the formal work plan, checkpoints and milestones for the project

The formal work plan will serve as the master schedule by which progress will be measured. The work plan will include all project related tasks as well as all required resources. The published work plan will also be used to track all project related activities and generate scheduled and ad hoc progress reports. No work on the project will begin until a mutually accepted work plan has been developed.

Assemble Project Teams-The work plan will include the human resources required to complete the project. In most cases, members from each department and IT are included as well as an overall project manager and the Laserfiche team. Roles for each team member will be assigned as well as a general reporting structure.

Develop Detailed Project Work Plan-The overall project will be logically separated into distinct milestones and the milestones will be broken into a series of tasks that must be performed in

order to achieve the milestones. Tasks will be assigned to the appropriate team members in order to clearly define responsibility.

Schedule Status and Milestones Meetings-Regular status meetings are necessary to ensure milestones are met and the project is completed on time. Because achieving milestones requires team members to complete their assigned tasks, it's important to develop a realistic schedule of tasks. When meeting in person is not practical, we will host them using our web conferencing infrastructure.

Develop Support Plan-A written support plan is required to ensure that end-users and system administrators have access to the proper support personnel when necessary. Response times to helpdesk inquiries will be documented and an escalation procedure will be defined for more difficult issues. The support plan will also detail helpdesk ticketing procedures and personnel to be notified on status of current cases

Develop Communications Plan-In addition to scheduled status and milestone meetings, regular communication between project members may be necessary. Additionally, it may be important to provide reports or documentation to management as the project progresses. It is also important to document the content and decisions made during meetings for distribution in case team members aren't able to attend. A sample meeting minutes form has been attached as an example of how communication may be documented.

Design - Design every aspect of the system in a design specification document

Design is usually the first milestone of the project plan and is always documented in detail. System specifications will be developed to meet the needs outlined in the requirements analysis and will be submitted for approval before the build process begins.

Build - Build the application according to the design specification

The system will be built according to the approved specifications. Any changes that need to be made will be made to the specification and agreed upon before they are implemented.

Test - Test the application for functionality, performance and design according to the specification

Before the solution is rolled out, comprehensive testing is performed to identify potential issues so that productivity is not hindered once the system goes live.

Unit Testing-The proposed solution is made up of individual components that must be installed and tested within their environments. Implementation of a software or hardware component is not complete until it has been thoroughly tested

System Testing-The overall system will be tested to ensure the individual components work together as planned.

Overall System Architecture Test

The system will be tested according to the way in which it will be utilized. Functions such as scanning, data extraction, exporting and document routing will be tested to ensure they are working as expected. Hardware components will be tested to ensure image quality is acceptable and all devices can communicate with each other.

Load Testing-Once it's been determined that the system works as designed, load testing will be conducted to ensure it will provide expected performance once it's in production. Network bandwidth and server I/O will be tested under loads to ensure things like scanning at peak capacity won't affect search and retrieval.

Revise - Revise the application per testing results and conform to design specification

Based on test results, there may be functional or performance Issues that require modifications to hardware or software components to address. System modifications will require the approval of an appended specification before they will be made.

Revise Program-Revisions will be made according to the appended system specification. New hardware or software components will be tested individually to ensure they function as anticipated.

Regression Testing-Regression testing will be conducted to ensure that modifications don't adversely affect system components that originally worked as anticipated.

Rollout - Launch the application, supported with communication, training and service

The system will be rolled out based on a defined plan. All rollout activities, such as pilot testing, change management activities and training will be coordinated to ensure a smooth transition to the new system.

Pilot Group-Before the system is rolled out to the entire user community, pilot testing will be conducted using an appropriately diverse sample. During the pilot, usage patterns will be monitored to ensure the system will be used as predicted and that the system components will support the usage. Usability feedback will be solicited and training requirements will be determined.

Communication Plan-A plan will be developed and agreed upon that describes the way project related activities will be communicated to the user community. It's also important to develop a way for system users to communicate with the appropriate project team members.

Pre-Launch Notifications-If the system launch affects the way people will do their jobs (such as day forward scanning or workflow requirements), it's critical to give proper notification of what will be expected and when the system will be launched. Pre-launch notifications can also act as effective change management activities, providing a forum for users to discuss any potential questions or hesitations

Launch Notifications-Launch notifications serve as formal notice of system rollout and what is expected of system users

Post-Launch Notifications-Post-launch notifications serve to keep the users abreast of accomplishments, changes and any system-related issues that may affect them.

Training-Providing proper training is critical to the success of the implementation. In most cases, training is provided onsite, in groups according to role/function and using a copy of the production system.

End-User Training-End user training is hands on and conducted in groups using a replica of the production system. Whenever possible, users are grouped according to their role or function so that training can be targeted. In most cases follow up training sessions are scheduled to ensure questions that come up after initial use are addressed right away.

System Admin Training and Procedures-The system administrator(s) is encouraged to participate in as much of the implementation process as possible so they understand how the hardware and software components are configured and work together. System administrator training will cover the overall design of the solution as well as the way individual components work. Topics covered include security configuration, troubleshooting and maintenance. Particular attention is paid to regular maintenance procedures to ensure the system continues to perform as expected.

Support-PSG offers a variety of support options based on project complexity, required uptime and response expectations. Support plans range from telephone and email support to regularly scheduled maintenance visits and remote system monitoring.

Define Internal Escalation Path-The way in which problems are reported, addressed and escalated will be documented. Internal support personnel may be expected and trained to address common issues (such as ensuring hardware is properly connected, resetting passwords, etc.). Internal support staff will be given system documentation and access to an online knowledge base to assist them.

Define Escalation Path to Laserfiche-Lines of communication will be established for escalating issues to Laserfiche for support. Response times and resolution procedures will be documented.

Project Wrap-Up-Once all of the milestones on the work plan are achieved, the implementation is considered complete. Project wrap-up activities may include formal sign-off and a final status meeting.

Transition System Maintenance to Internal Personnel-System administration and regular maintenance activities will be transferred to internal personnel and all support and configuration issues will be routed through the defined escalation paths.

Publish Project Audit-If included in the work plan, a project audit will be published outlining the project goals, issues faced, and final outcome of the implementation.

Laserfiche® Case Study The City of Riverside, California



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If you want to know how different things are, go on a ride-along with officers who were here before we automated our record keeping. They know about the crimes and the criminals in the sectors they are patrolling regardless of whether they have been working that area for 10 years or are coming from amother area.

Capitain Mike Blakely, Riverside Police Department Riverside, California

The Challenge.

With more than 6 million pages of records and 225,000 audio files, the City of Riverside's document management solution arms police with a vast reserver case knowledges traise simplifies the work of records staff and helps the entire department get more from budget dollars. Records Manager Roz Winson and Captain Mike Blakely reveal how the Riverside PD teok bold first steps and now makes great strides in quality of service to officers and the community.

The Situation

More than 100,000 pages accumulate in the Records Bureau each year due to high volume and long tetentions Every day, man'y 300 new reports are filed. Homicide records are never destroyed, and other felony records have a 10-year retention. The state's three strikes law mandates permanent retention for related records.

The Records Bureau also must havigate the web of rules and regulations that governs fille release of police records, the Freedom of Information Act, the California Public Records Act, court orders. Bureau staff must verify each requestor's right to know before releasing sensitive documents.

That's the records management side. On the street, officers and detectives need complete information to work safely and effective-ly. But according to Captain Blakely, in the past, "We simply could-n't afford to have officers off the streets long enough to pull together all of the details they might need."

Run Smartersm

Laserfiche

The City of Riverside, California

records. All without compromising security or complicating the already difficult job of the Records Bureau.

The Solution:

"The push for conversion from paper-based files to electronic document management started in the mid-1990s with senior police officials who were very pro-technology," Ms. Vinson says.

Captain Blakely adds, "We have a fiduciary responsibility to get walue from tax dollars. We felt that we had an obligation, to enable the officers. we had to be more efficient and chose to focus out attention on 湖道湖 automation."

A successful proposal to the federal Office of Community Orlented Policing Services' Making Officer Redeployment Effective (COPS MORE) program won the funding: Riverside proposed that a document management solution would free officers to spend more time on the streets and less time waiting for records.

The Laserfiche project got underway in 2000. Records Bureau staffers were the first authorized users. Only when Ms. Vinson had confirmed the effectiveness of the system to her rigorous standards did she consider providing wider access. "You just can't afford to have computer prosess. Vinson's vision is to have all reports, grams down if you are a detective working a case;" she says.

access to detectives and sergeants. Until then, she concludes, currents of users, making sure we did sufficient training to provide a sufficient training to sufficient training training to sufficient training t cient training to prevent the intro. Forncers and detectives are on the duction of errors," she says. "We streets more than before, with more now have 250 users."

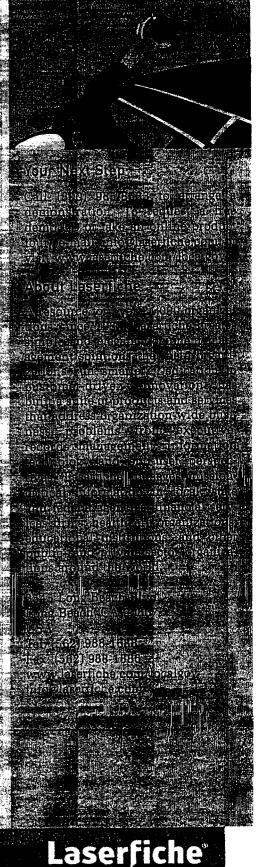
The challenge facing Riverside PD ... Detectives, sergeants and public was how to put more intelligence management have access to reports. into officers' hands without pulling in laserfiche. The Legal Department them off the street to wait in line for has read-only access. This alone is a a major gain in efficiency over predocument-management days; when burear staff lost countless hours, making copies for the Legal Department, the District Attorney and other law enforcement agencies.

> And what improves productivity in the Records Bureau helps protect officers in the field. "Thanks to our document management project." says Captain Blakely, "the reports are available, and they do read them. Knowing the full details, including descriptions of suspects ameans that they are going to be more prepared and therefore safer see

The Records Byneau is also explor-ing application integration to advance its records automation strate egy. The department's CAD system is already integrated with Laserfiche to automatically create case folders in the document repository.

The integrated solution creates an archival TIFF image of the CAD his tory, sutopopulates index information from the CAD system asing places it in the liaserfiche folder. That folder then becomes the primary holder of case interpedien-including supplemental regions, tox acology reports, photo sheets, CLETS teletypes and more.

Looking ahead, Riverside PD plans to build on today's successes Ms digital audio and video recordings digital photos and all supplemental In 2001, the department extended Laserfiche case file



Laserfiche® Case Study

The City of Monroe, North Carolina

Older 1924 Hours in Court

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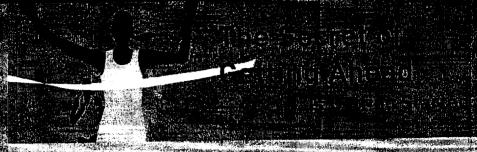
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- WebLink





This program really has revitalized our office. It shay ing time and money not just for me, but for each of our department heads and Monroe's citizens as well.

Jeanne Deese, City Clerk City of Monroe, North Carolina

The Challenge

The City of Monroe, North-Carolina, takes pride inspicyiding excel lent qualify of life for its residents Citysers enjoy many services such as the Monroe-Aquatics and Ritness Center—that are raises cities of similar size....

Providing top figuramenities depends on reaching ever-higher levels of efficiency. That's where Monroe's document management projects. come in Below, City Clerk Jeanne Deese and Systems Administrator. Bruce Bounds describe how digital agends prockets systems integra-Mongand other initiatives are helping Montoe get ahead in the race to maintain a city where residents love to live.

The Situation

A county seat with 30,000 residents, Monroe is the hub of government-activity in Union County, North Carolina. As the Gity Clerk, Ms. Deese works at the center of much of the action, while Mrs. Bounds manages a decentralized III department that serves a city staff of more than 400 employees.

The Clark's Office manages the city's records program, including responses to requests for records, from the public and other depart ments, as governed by the state's Open Records saw. Ms. Deese also oversees preparation and publication of bi-weekly council meeting agendas. In her decade of service, the s compuled hundreds of thousands of agenda packet pages, managed approvers for thousands of individual agenda items, and photocopied discusands of pages of staff reports...

Interoperability emerged as a key evaluation issue as the city began considering document management solutions. With systems running on both Microsoft[®] SQLTM and Oracle[®] platforms, as well as AS400-based HIE applications in many departments, ensuring a fit with existing infrastructure was a priority for Mr. Bounds. Ms.

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Laserfiche

The City of Monroe, North Carolina

Deese, on the other hand, needed to make sure records entrusted to the system would be secure over the long term and that her staff could enjoy the benefits of agenda automation without sacrificing control over the final document

or Car The Solution

In 2004, the administration implemented a Laserfiche document management solution, initially in the City Clerk's Office. The guiding principle, says Mr. Bounds, "was to make it easier for city employees to do a job and provide more services to our citizens.

To deliver that value to cittizens, Ms Deese and Mr. Bounds designed and conducted a training program for city staff who would rely on Laserfiche for daily tasks. They found it "very easy" to get staff up to speed, says Mr. Bounds, crediting their success to a "train" the trainer philosophy" and configuring Laserfiche's folder structure to emu late their existing filing system. "It makes transition, training and everything easier," he says.

Interoperability also promoted rapid staff acceptance of the new solution, as many departments already were accustomed to working with various grew beyond the Clerk's Office, Mr. Bounds integrated Laserfiche, HTE Utilities™ and ESRI packages himself, linking scanned meter changeout cards, correspondence and installation drawings to land percels using template ID and parcel numbers as unique identifiers.

Getting ahead of the busywork and expense of agenda packet preparation was the next area targeted for process improvements. "The scanhad complete confidence in Laserfiche products. That's why we

went with Agenda Manager savs Ms. Deese. Laserfiche Agenda Manager now automatically routes submitted items to proper officials tor approval, allowing her to monitor the sterms of the entire agence a

The style and structure of the pub lished agerida was vital to Ms. Deese. "The formatting process is so automated now that I only need to take about five minutes to make little adjustments before finalizing an agenda," Deese says, "The fact that I have complete control over the final look is probably my favorite feature from the III perspective on the agenda process, Mr. Bounds likes that Agenda Manager : puts every thing in one epoil.

Monroe makes council meeting minutes avallable to the public online via Laserfiche Weblink. With archives dating to 1877, Monroe's citizens enjoy self-serve access while MaxDeese and her staff save time offictwise spents handling. requests for historical minutes.

Recognizing that Monroe is well ahead of other cities lits size." Mr. Bounds remains focused on the future and is already planning a digital splution for managing arrest and incident reports in the Rolice: HTE applications. As the solution Department. Taking advantage of Laserfiche's redaction capabilities to maintain security, the reports will be accessible to allthorized users from both HTE and Laserfiche interfaces.

Mr. Bounds and Ms. Deese are committed to providing great service to Monroe's citizens and city departments. To summarize their commitment iherefers to an idea picked up from motivational sepeaker John Maxwell that he keeps posted above his desk: "Success is what you do for ning program was so good that we yourself," it reads. "Significance is what you do for others



Run Smartersm

Laserfiche*

Laserfiche® Case Study The City of Wichita, Kansas



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This program is one of many examples of how document management is growing in importance for us. If started in the City Clerk's office and that grown to be an integral part of the work of 12 departments The eremaining departments are clamoring to be next.

Cliff Thomas, Imaging Analyst III City of Wichita Kansas

The Challenge

The Gity-of Wichita-project 57/1:000 in annual revenue from it Web-based accident report system, part of the City's enterpuse.
Laserfiche document management solution. The system delivers. reverbe, saves staff time and proves the value of integrated to both the City and its citizens.

Call the government or simply call it a smart way to get things done. Here's how imaging Analysis in 177 homes and his colleagues at the City of Wichita got beyond the buzzwords and made it happen.

The Situation

When the City of Wichita IT and Police Records staff met to discuss ways to streamline internal processes that would also improve but lic service, they agreed to begin with the traffic accident reports Thomas recalls, "We all said, Why not put them online?"

All Wichita Brizens involved in an accident must submit copies of police accident reports to the state Registry of Motor Vehicles and send the case numbers to their insurance companies. In turn, insurers request their own-copies diffectly-from the Wighlig Points Department for use when settling claims.

Prior to the launch of the online system, six to eight citizens came to the front counter of the Police Records Division each day to request copies of accident reports. They completed the request form and paid a convenience fee. Records staff told them to expect the report. within two weeks

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Laserfiche[®]

The City of Wichita, Kansas

On average, it took 20 minutes for On average, it took 20 minutes tor. The new accruent representations of the clerks to process each request, system eliminates human involveincluding finding and copying the of all accident reports to insurance companies for a nominal fee. These services consumed 50 to 60 stail. hours each month.

The Solution

Why not put accident reports online? That was just one good question among many. Others included how to link the payments to the document management system, how to securely roll it out to the public and how to offset costs in the process

In the initial phases of Wichite's Rocument medagement sproject, the City built a Laserfiche repository et more than 6.5 million-seurchable digital images, reclaiming hundreds. of square feet of office space in the process. Currently, more than 5.5 million of those pages are police records, including accident reports."

The City was already using Laserfiche WebLink to provide Webbased thin-client document retrieval to authorized staff Integrating WebLink with a payment processing solution to enable on ine availability of accident reports seemed a natural progression toward greater electronic delivery of public services.

The remaining "big question," says Thomas, "was whether we would be... able to set up a payment system that could tell our document imaging system to release an imaged file."

"It turned out to be a relatively easy programmings challenge, utilizing to be next." the Laserfiche Integrator's Toolkit, especially since Laserfiche was already integrated with our public. safety software program: Basically, we use the case number of the report to set everything in motion. It works beautifully,"

The new accident report retrieval ment with online transactions and report. The Division provided copies has reduced in person accidents. report requests at the Police Records Division. When citizens do come to the front counter, records clerks use the online system to the and printreports in seconds

By delivering an online service in which the public sees immediate value. Wichita is able to charge \$16. for each report. Charges to insurance. companies have increased from \$2 to \$16 per report. Adcording to Thomas, because insurers recognize the value in faster access, they don't. amind paying more for the ability to simply retrieve reports over the Web. Two case occariber

> They love the new system, seven though they now have to pay," says Thomas: "It saves them both man hours and messenger costs. On balance, they're making out, too."

Thomas concludes, "In my opinion, the reason we're doing so well is because Laserfiche software alloweds us to scale up. The scaleburty enabled us to get started win over staff and ligure out where we wanted to egg I think that is an aideals approach for any local governments in which eost and staff acceptance are concerns.

"This program is one of many examples of how document management is growing in importance for us. It started...in the City Clerk's office. and has grown to be an integral per sol the work of 12 departments. The remaining departments are classicoling

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Run Smarters**

Laserfiche® Case Study

The City of North Richland Hills, Texas



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Situation 🔐

A city task force identified potential savings and efficiency improvements a processes related ametoring and pro inc. paper-documents (The criv-con Base Or systems aniegration so menesten and againmy as a

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Benefits

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No one would want to go back to the way things were. It not only makes them significantly more efficient, it. also enables whem to handle tasks that seemed impossible before

Bob Weakley System Administrator City of North Richland Hills Fexas

Mark Ser The Challenge

The City of North Richland Hills, Texas, strives to be the City of Choice in the Dallas-Ft; Worth metro area, Recognizing that success depends on providing great service while conquering costs and complexity, officials came together to leunch a citywide document management project to support their prission.

Undaunted by the scope of their plan, the city forged ahead quick ly but methodically. The city's digital repository already manages over 2 million pages, and they we completed several integration with other systems at less than a year. System Administrator Bob Weakley describes the how and why, and shares a glimpse of what's next for his city.

The Situation

Always seeking new ways to improve internal processes and the quality of public service, city leaders zeroed in on the proliferation of paper files. Tasks related to storing and protecting paper documents were expensive and complicated. Managing e-mail requests. for publicate cords added another layer of complexity.

A task force, spearheaded by City Secretary Patricia Hutson, Police Records Manager Diagge Eagleton and Court Administrator Debbie Durko: began investigating more efficient alternatives. Their research, including visits to cities with document management solufrom in place, convinced them that going digital could be a highimpact initiative with benefits for the entire city.

The task force considered all the angles: systems integration deployment speed, and the necessity of choosing a system that staff would actually like to use. After issuing an RFP and performing extensive reviews, the task force chose Laseffiche and got started

Run Smartersm

Laserfiche®

The City of North Richland Hills, Texas

The Solution

The task force turned to the IS Department at implementation time. Director Kyle Spooner recoulted Bob Weakley, an experienced IT staffer and GIS manager, to turn the task force's plan into a practical solution.

"After meeting with each department, we decided to start in the City Secretary's Office and follow that Police Department, with the Purchasing, the Municipal Gourf and Finance," Weakley says. "We agreed In particular, they each needed better ways to respond to open records requests."

ning ordinances and other records handheld licketing systems, Laserfiche into their document management repository. Among the first benefits they realized was the ability for authorized users to e-mail documents to other departments and citizens requesting information.

"During this phase, the City Secretary established a procedure for responding to open government requests. It enables us to fulfill requests to the letter while maintain ing complete control evel documents, such as personnel files, that are not to be made public."

The importance of usability becameevident in this period, as the implementation moved into the Police Department. Veteran detectives, worried that the new system would force them to abandon familiar ways of working, weren't shy about voicing their concerns. "We ran into a pretty good amount of resistance," says Weakley, "but we stayed our course,

The new system soon proved its usefulness to the detectives' satisfaction. "The breakthrough came when the

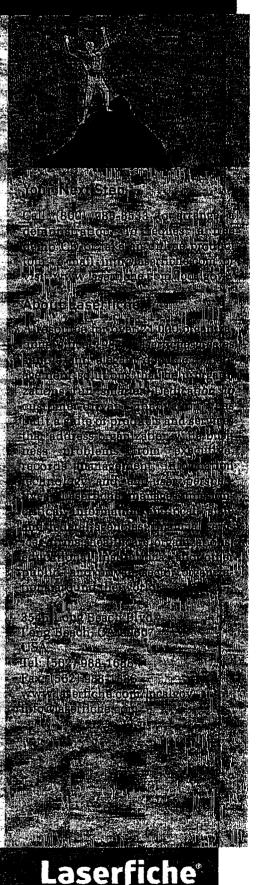
detectives discovered that the new system would help them get going. with their cases every day:

The system was able to allay dis investigators' concerns largely-dive to the efforts of Ms. Eagleton, who quickly found ways to streamline management of case files ancluding those coming in overnight. She and her clerks now prepare those files. before detectives arrive each morn-Finance," Weakley says, "We agreed ing. "Thanks to an integration with that the City Secretary and Police our Tiburon system, the Laserfiche Department had the greatest needs. file even includes digital copies of all case-intake screens," Weakley adds.

The Municipal Countries also realized the benefits of interoperability Ms. Hutson and her staff began scan- Lintegrated with their citation and extracts information from both sources and allows court staff to verify payments and balances instantly upon receiving requests.

> The Finance Department is planning an integration with its HTE accounting package to deliver similar benefits to its clerks and managers. When: that integration is complete, aithora izec Finance Devamment week will be stile to review invoices and super porting material from a strigle suits Flied software interface.

Summing up the results of the city's full-on approach to document management, Weakley says, "The people who have gone digital definitely take more pride in their work now. Momentum is another reason to move quickly. Everyone talks about it. Everyone who doesn't have it yet is clamoring for it. We even have other municipalities contacting us. They want to know how they can ge on our track.



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Exhibit 3

Systems Acceptance Criteria

- Customize and configure thick and thin client (replicating existing FileNet functionality) for existing FileNet users of Police, Permits, City Clerk and Engineering applications. Configuration shall default to all users viewing images/documents in a particular class, i.e., Police images, Permit images, Engineering images, etc.
- Successfully convert 100% of existing FileNet Image Services and Content Services content, including associated metadata, to the Laserfiche Repository, retaining full-text search capability for Content Services documents.
- Successfully deploy WebLink on City's external (internet) web server.
- Successfully deploy WebLink on City's internal (intranet) web server.
- Configure Capture stations in Police and Building & Safety with functionality replicating existing FileNet Capture applications in those areas.
- Configure thick and thin clients to default to "Search" function (rather than "Browse" function) on launch.
- Configure thick and thin clients to default to grayscale or TIFF (rather than black and white) display on launch (for TIFF images). PDF docs shall be displayed in Acrobat by default.
- Provide onsite training for both Administrators (1 day), End Users (4 days) and Scanner Operators (2 days).
- Configure Laserfiche to use City's HP RISS device as primary storage (Laserfiche Repository) for all content, including converted FileNet content, as per the following criteria:

The interoperability between the Laserfiche server and the RISS appliance is achieved

through the use of HP's File Migration Application (FMA) providing a hierarchical storage solution. FMA runs as a separate application and can co-exist on the Laserfiche server. FMA operates by scheduled migration of files on FMA monitored volumes of the Laserfiche serveror network storage used by Laserfiche (it is imagined that this process would occur daily, at off-peak usage hours similar to a back-up routine). During the migration process, files on the FMA monitored volume (FMA Volume) are transferred to the RISS appliance and file "stubs" are left in their place. When an application such as Laserfiche attempts to access the file stubs they are replaced with files from the RISS by the FMA application. The FMA is a service that sits below the application layer so it works completely transparent to the Laserfiche server. Documents that have been recently accessed through the FMA volume are temporarily cached on the FMA managed volume and then removed to the RISS on the next FMA migration. The FMA Volume will require enough storage space to hold all recently added documents as well as any recently accessed documents between FMA migration routines (i.e. daily). Overall, the performance and functionality of Laserfiche is not affected by the FMA/RISS storage scheme although functions related to the export and migration of large numbers of documents (i.e. 100 or more) may introduce some delays in process completion. However, these delays do not introduce any lock-ups or time-out issues and it is not likely that these functions will be common practice for the proposed solution. N.B. The tests were performed on a single-processor, 1.5GHz Dell lap-top computer serving as the Laserfiche Server, FMA host, and Laserfiche client—with recommended server hardware the potential for performance degradation is significantly less.

Verification of FMA Functionality

- 1. Basic File system functionality within Laserfiche
- Copy, Cut, Paste files: Move documents around from within the Laserfiche client.

Works Fine as expected

• Retrieve documents from Laserfiche: Verify that you can retrieve images from the RISS through Laserfiche. Migrate a series of documents into the RISS, configure the retention period on the cache to be a few minutes, wait and try to retrieve documents from within the RISS.

Works fine as expected, virtually imperceptible delay in retrieval time due to RISS processing overhead

• Move files around within the folder structure: Again something that shouldn't have an impact on the Laserfiche behavior, but should be tested.

Works fine as expected

• Migrate files to a FMA managed volume: Move a set of files/folders to the FMA volume. Wait for the files to be cached, and sent to the RISS, then try to retrieve the documents.

Works fine as expected

• Migrate files out of a FMA managed volume: Migrate a document out of the FMA volume into the default volume on the C drive.

Works fine as expected

• Export files from an FMA managed volume: Server creates cached copy of the file on the server before exporting, FMA steps in and fetches the document before

the server exports.

Works fine as expected

• Test e-doc functionality for files stored within the RISS: Open e-docs, try to create locks on the files, test out Microsoft Office integration features.

Works very well

• Scanning directly to an FMA monitored drive: FMA will allow the write to the managed volume to take place, and then wait its designated period of time until archiving.

Works fine as expected

• Single RISS Multiple Repositories: Test if it is possible to store repositories from different volumes into the RISS and access them.

Works fine as expected

- 2. Test out viewer capabilities:
- · Add Stamps, Sticky Notes and Tags
- Test redactions and highlights
- Try to OCR and Index files stored within the RISS

All work fine as expected (note: OCR process should be performed prior to RISS migration for any significant number of documents to ensure optimum performance)

- 3. Speed tests
- · Open small imaged/electronic docs

Delay too small to measure

• Open large imaged/electronic docs

Number of pages on imaged files is irrelevant since Laserfiche accesses documents one page at a time, since RISS overhead is primarily due to verification / audit functions, file size makes little difference, data transfer rate is too fast to measure

• Copy and paste functions, export, and migrate large number of documents (400pp imaged document / 400 e-docs)

Performance decreases as number of documents being processed increases although all processes completed successfully without error. It is not likely that these functions will be used regularly in the proposed solution and certainly not with the number of docs/pages tested – both tests and all processes were completed in approx one minute

Laserfiche® Solutions Group

PROPOSAL for

The City of Long Beach

Laserfiche Electronic Document Management Solution

June 29, 2009

This is a proposal for a Laserfiche Electronic Document Management solution by Compulink Management Center, Inc. dba Laserfiche Solutions Group (LSG) for the City of Long Beach. Any duplication or distribution to any other party is contrary to the terms under which this document has been provided.

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I. Executive Summary

The City of Long Beach Technology Services and Police Departments have maintained a continuing interest in working with Laserfiche to replace their current document imaging and management systems and provide a more robust and expandable, centralized solution. The City is also interested in reducing and simplifying support and maintenance by standardizing on the Laserfiche platform. The City is also aware of the advanced functionality available from Laserfiche for automating and simplifying tasks related to the capture and management of documents and electronic files. By implementing the proposed solution, the City of Long Beach will increase the efficiency by which they are able to manage and maintain information while decreasing the costs associated with support, expansion, and maintenance.

This proposal is written with the following objectives:

- Provide product licensing and services to replace existing imaging systems with a more efficient and expandable solution
- Install a centralized content management system for imaged and electronic documents
- Implement Laserfiche Workflow and QuickFields to automate the capture, indexing, and filing of documents within the system

The City currently maintains three individual document imaging systems which are comprised of products and services from six separate vendors. By adopting Laserfiche, the City will be working directly with the developer of the entire solution. Laserfiche has been provided an outline of the City's current imaging systems along with detailed information about the volume of stored records, document capture & processing, and management & storage requirements. Laserfiche has also performed an analysis of the City's information systems infrastructure and plans for expansion. Using this information, the Laserfiche Solutions Group is proposing a web-enabled Laserfiche document imaging and management system with workflow to replace the systems currently installed for City Hall, the Housing Authority, and the Police Department.

An implementation plan is proposed to migrate the individual departments to the Laserfiche system. The first phase involves surveying the current use cases within each department and developing a project plan for installation, configuration, and training. The second phase will be the conversion of the current image repositories and databases to the Laserfiche system to provide seamless access to legacy data within Laserfiche. Thirdly, thorough testing of the system and training of the individual users and administrators will be performed.

Laserfiche is the developer of the entire proposed software suite and will directly support the City with installation, configuration, training, and technical support. The Laserfiche system provides an open architecture and non-proprietary file formats to guarantee the future availability of the documents and information that it manages. By implementing the proposed Laserfiche system, the City of Long Beach will acquire a solution that is simple to use and manage, can be easily expanded to support many users and applications, and can be integrated with other core applications to increase efficiency throughout the City.

II. Solution Component Description

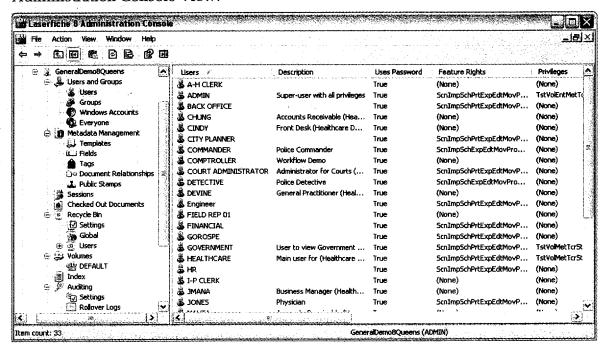
The proposed solution is comprised of these primary components; the Laserfiche server, the Laserfiche WebAccess & WebLink servers, and Laserfiche QuickFields scanning and document processing applications. These applications include multiple application services which may be distributed among multiple physical servers to support virtualized and distributed-load environments.

Laserfiche Server

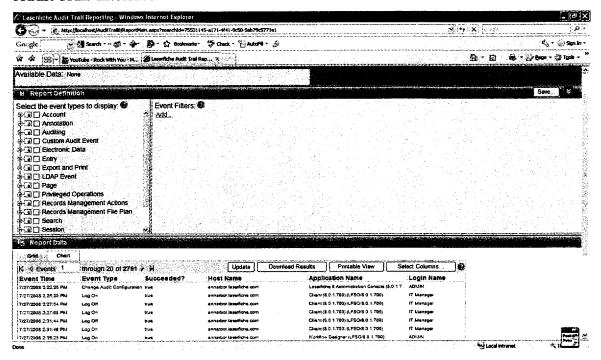
A single Laserfiche United Server component will provide access to the three individual repositories of City Hall, the Housing Authority, and the Police Department. The architecture of this server configuration provides the security and scalability to support the files of each department under a single central server with the ability for expansion to additional departments.

The server architecture includes advanced auditing capabilities as well as robust workflow functionality for automating processes related to security, indexing, routing, approval, and filing. The Laserfiche server is the sole access point to information stored within the Laserfiche system whether the user is connected via the Windows client, the WebAccess, or WebLink browser interfaces, or processing documents through the QuickFields application. The Laserfiche Server will require three Microsoft SQL databases and Microsoft Windows Server 2003 or later

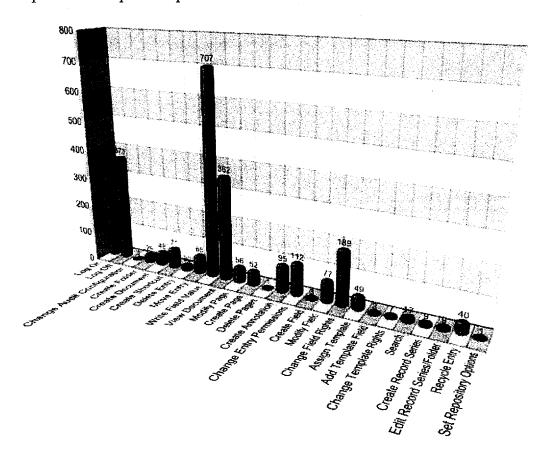
Administration Console View:



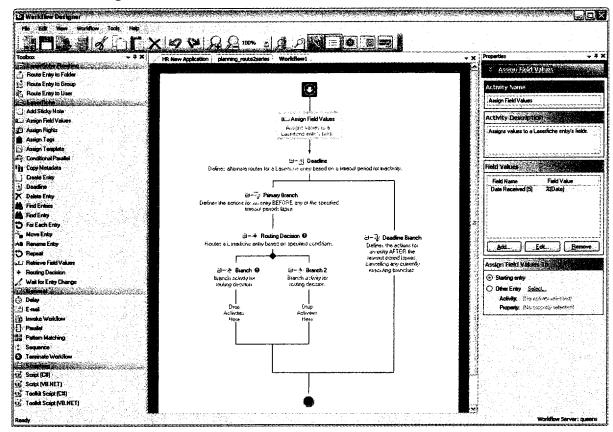
Audit Trail interface:



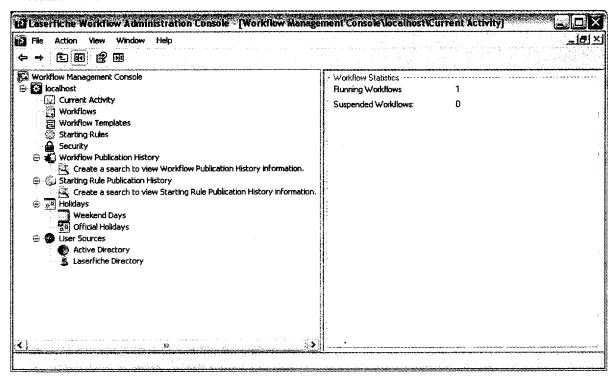
Sample Audit Report Graph:



Workflow Designer Interface:



Workflow Administrator Interface:

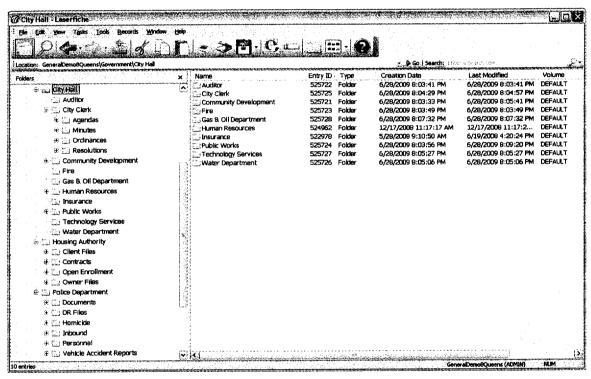


Laserfiche Client

The Laserfiche client application interface is an intuitive Windows-based program with advanced functionality for search and retrieval, editing, mark-up (highlight, redaction, sticky notes, and stamps), scanning, indexing, and optical character recognition (OCR). With proper security rights and privileges, users are able to scan, index, search, view, export, print, and email documents within the Windows client interface.

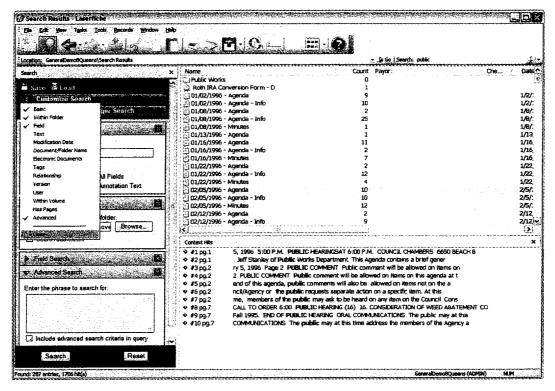
Now in its eighth generation, the Laserfiche user interface is regarded as the most robust and user-friendly document management application available.

Windows Client Browser Interface:



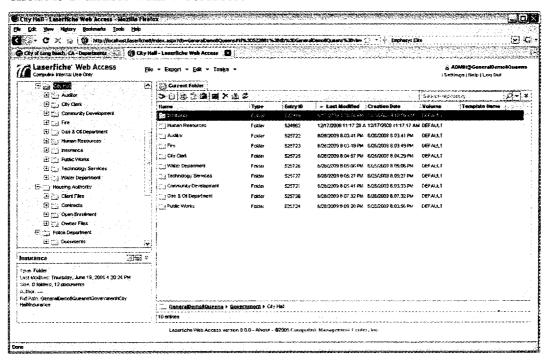
There are three methods by which a user may search for documents within the system; quick search, standard search, and advanced search. The quick search interface is a configurable toolbar search field by which full-text, file/folder name, annotations, and fields may be searched with a single entry. The standard search allows users a variety of search types which may be combined to pinpoint the results of the search. Advanced search is a command-driven interface utilizing syntax to perform scripted Boolean searches. Standard and advanced searches may be saved for future use or for sharing with other users.

Windows Client Search Interface:



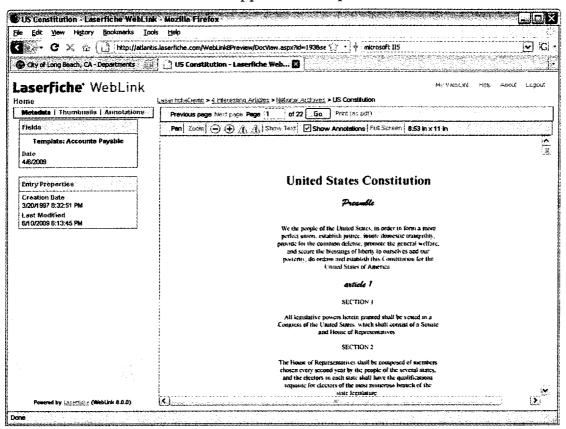
WebAccess & WebLink:

The Web Access module of Laserfiche extends the Laserfiche Client Viewer functionality through a thin client deployment to users using a secure web session to access the Laserfiche repository. Virtually all functionality available in the thick client is available with WebAccess.



WebLink Interface

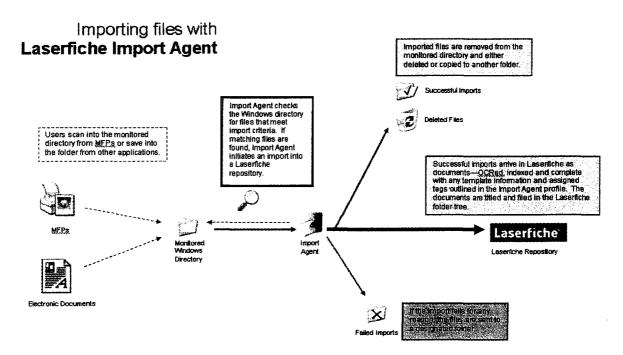
The Laserfiche WebLink interface is a read-only application designed for public access. WebLink is a completely browser-independent application that is designed to be extremely bandwidth efficient so that users accessing over slow dial-up connections will still experience quick responses and fast page loading. Both WebAccess and WebLink server applications require Microsoft IIS v7.



Import Agent

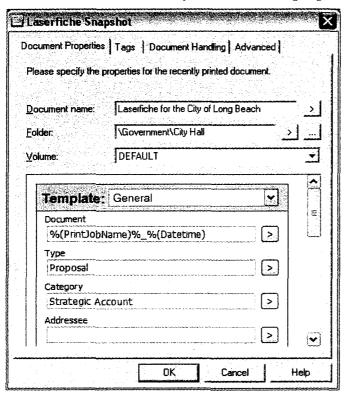
Laserfiche Import Agent is a capture tool to bring documents into the Laserfiche system from network folders in an automated fashion. Documents that have either been scanned in with network copier machines (MFP) or dragged and dropped into a specified folder on the network are automatically imported into Laserfiche using intelligent filtering. Laserfiche Import Agent works with both imaged and electronic documents.

Import Agent stores the import criteria, as well as rules for what to do with files and documents, in the form of profiles. Each monitored Windows directory has a profile in Import Agent that tells the program what characteristics a file must have in order to be imported and what to do with those files. The profile outlines the Laserfiche document name, the folder and volume in which the document will be located, the template and default field information, tags, whether to OCR and index the document, and when to check for files to be imported. Import Agent can also be configured to import into existing documents.



Snapshot

Laserfiche Snapshot is a Windows printer-driver application which converts electronic files into document images and imports them into your Laserfiche repository. From Microsoft Word documents and Excel spreadsheets to PDF files and CAD drawings, Snapshot allows you to securely archive all your electronic documents in the industry standard, non-proprietary TIFF image format.



Quick Fields

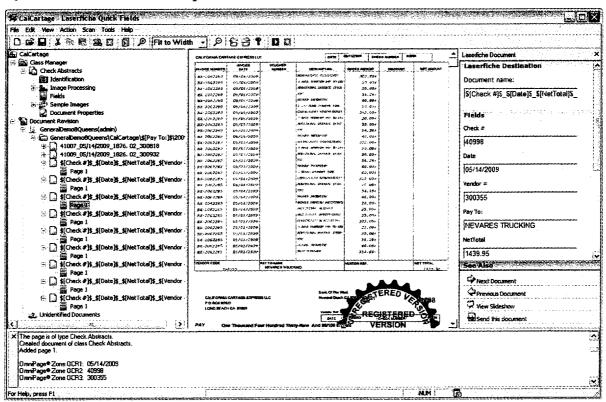
The Quick Fields application is a Windows-based interface which contains tools that will allow the automated scan/capture and indexing of documents in the Laserfiche Repository. For the City of Long Beach, we recommend using, QuickFields with Real Time Look Up, Zone OCR, and Pattern Matching.

QuickFields Real Time Database Look up is a process where values are taken from a document and compared to a third party database such as the Client Database System to check its validity and define values that will populate the template fields for indexing.

QuickFields Zone-OCR reads specific areas of a document image to capture the information for use in indexing and filing. Once the information has been captured, it may used to trigger additional function within the QuickFields process.

QuickFields Pattern Matching gives the user the ability to define additional sets of criteria in recognizing specific document content i.e. first letter of last name, and based on patterns that have been captured, apply corresponding logic and rules to which destination folders the document or set of documents must reside in.

QuickFields Automated Capture Interface:



III. Implementation

A preliminary implementation plan will be formulated for the installation of the proposed system components in coordination with the City's IT and User staff. It is encouraged for IT to be present through the configuration, migration, testing, and training phases of the project.

Project Management & Strategic Consulting

The scope of this project requires effective communication and coordination of activities among the various departments and City staff that will be involved in the project. A Laserfiche Solutions Group representative is available to develop and maintain the project plan that will outline the milestones, maintain a schedule, manage and coordinate activities and provide vision to the project for all involved parties.

Implementation Consulting

Implementation consulting focuses on identifying the City's current database, volume, and indexing structure, and designing a folder structure and template field scheme in Laserfiche to accommodate the migrated data and future filing requirements. Administrators and IT staff will have input during this process to ensure a complete and acceptable design. Information obtained during Implementation Consulting will also be used to develop training outlines and incorporated into quick reference guides.

Server and Client Software Installation & Configuration

Laserfiche Solutions Group will install the new versions of Laserfiche Software Components as necessary on computers designated by City IT staff. Laserfiche Administrators will need to be present to understand and assist in the configuration of the software to maximize performance and ensure smooth operation. Tests will be performed to confirm that the installation has been completed as described.

Migration & Conversion

The documents and information contained in the legacy systems currently deployed at the City will be mapped, exported, and then migrated into the Laserfiche system. Three separate migration plans will be developed for City Hall, Housing Authority, and the Police Department and stored in individual Laserfiche repositories. Laserfiche will work in conjunction with City IT staff and records administrators in a joint effort to complete the conversion project and ensure a comprehensive audit of the migrated data. Where necessary, or when found to be of significant gain for efficiency and consistency with future storage plans, documents that are currently stored in the proprietary Adobe Acrobat PDF format will be converted to the industry standard and non-proprietary TIFF image format. Laserfiche will provide reports detailing the results of the conversion.

Testing and Pilot Program

The system will be tested according to the way in which it will be utilized. Functions such as scanning, data extraction, exporting and document routing will be tested to ensure they are working as expected. Hardware components will be tested to ensure image quality is acceptable and all devices can communicate with each other.

Once it's been determined that the system works as designed, load testing will be conducted to ensure it will provide expected performance once it's in production. Network bandwidth and server I/O will be tested under loads to ensure things like scanning at peak capacity won't affect search and retrieval.

Administrator Training

System Administrator Training begins with the initial Implementation Consulting meeting. Separately, a half-day training will be taken to train the designated administrators on the specifics of configuring and supporting the security and indexing features of the program.

The system administrator(s) is encouraged to participate in as much of the implementation process as possible so they understand how the hardware and software components are configured and work together. System administrator training will cover the overall design of the solution as well as the way individual components work. Topics covered include security configuration, troubleshooting and maintenance. Particular attention is paid to regular maintenance procedures to ensure the system continues to perform as expected.

End-User Roll Out / Training

End-user training is designed to introduce users to the functions and operations of the Laserfiche interface and to familiarize them with the procedural steps of data capture, template use, and search functions. The training is structured as a handson, workshop-style program to provide assistance to general and specific working environment concerns. Training will be limited to small groups of users per session. Two days have been allotted in the proposal. The curriculum will be staggered to allow flexibility for the attendee's schedules.

Project Wrap-Up

Once all of the milestones on the work plan are achieved, the implementation is considered complete. Project wrap-up activities may include formal sign-off and a final status meeting to transition system maintenance to internal personnel

System administration and regular maintenance activities will be transferred to the City's internal IT personnel and all support and configuration issues will be discussed to provide a comprehensive plan for technical support.

IV. Software Support & Maintenance

Laserfiche Software Assurance Plan (LSAP)

The Laserfiche Software Assurance Plan (LSAP) provides the coverage necessary to maintain your Laserfiche solution in the face of the technological changes that are an inevitable part of doing business.

100% Credit for Software Upgrades

Laserfiche systems undergo continual customer-driven enhancements, and Laserfiche engineers leverage advancements in hardware and software to best serve customer needs. Periodic new releases and updates are necessary to deliver these improvements to customers. LSAP helps subscribers preserve existing investments by providing 100% credit for software upgrades.

LSAP subscribers also receive free 24-hour FTP access to new Laserfiche releases as well as updated drivers. Laserfiche routinely issues two to four new releases and updates per year. Running the most current version of Laserfiche guarantees the best possible system performance.

LSAP subscribers receive regular newsletters and technical bulletins to keep users and administrators informed, including technical tips and stories about how others get the most out of their systems.

The Laserfiche User and Support sites, available exclusively to LSAP subscribers, also contain advanced technical information, training videos and a user community forum where users share ideas with thousands of other Laserfiche customers around the world.

VIP Services

To create the least amount of burden on IT staff, and optimize the benefits of your Laserfiche software we recommend our VIP support package. Our VIP Services program offers on-site support, a dedicated support engineer, and remote access support among other services. The Laserfiche Solutions Group maintains a select group of direct customers in order to keep close ties with users in various industries through whom we solicit feedback that is incorporated in the Laserfiche development roadmap. Additionally, LSG provides the following services as part of our VIP program:

Dedicated Support Engineer - A LSG Support Engineer will serve as your primary contact for Laserfiche support through a direct telephone line.

On-Site Support – On-site support hours can also be used for training on advanced features, new staff, or refresher courses.

Remote Access Support - Your dedicated LSG Support Engineer can dial into your Laserfiche server remotely to start the troubleshooting process in advance of any onsite work needed. Support hours can be used for upgrade installation, problem solving, and consulting.

Preventative Maintenance - Your LSG engineer will install new releases, provide training on new features, fix operator errors and make recommendations on system upgrades.

Discounted Services – Receive discounts on LSG Services such as integration with existing systems, workflow management consulting or converting from other imaging systems.

Discounted Back-file Conversion – Receive discounts on back-file conversion from microfiche, microfilm, and paper documents ranging in size from business cards to E-size drawings.

Free Enrollment for two to the Laserfiche Institute User Conference held each year in Los Angeles. The User Conference is an educational seminar hosted by the Laserfiche Institute bringing invaluable information from our engineering staff, solutions consultants, and our user community to help you make the most of your Laserfiche investment.

V. Pricing

The proposed solution includes software licensing, annual maintenance, and professional services to provide a system that will meet the needs of the City and ensure its successful implementation. Below is a breakdown of the solution components and pricing.

Licensing \$ 180,000.00

Laserfiche server with three (3) repositories, Advanced Audit Trail, and Workflow for one-hundred (100) concurrent read/write users and one-hundred (100) concurrent read-only users

Laserfiche WebAccess server with connectivity to three (3) repositories supporting both read/write and read-only users

Laserfiche WebLink server with connectivity to two (2) repositories supporting read-only users

Laserfiche Plus CD/DVD Publishing application

Laserfiche Import Agent

Laserfiche QuickFields advanced capture suite to support five (5) installations for automated indexing and filing and five (5) stations with the additional Zone-OCR functionality (includes support for TWAIN & ISIS scan interface)

The Laserfiche Integrator's Toolkit - Complete (the Laserfiche API)

Software Maintenance

\$ 36,800.00

Annual software maintenance for up-dates, upgrades, and telephone technical support

Professional Services

\$ 100,000.00

Implementation consulting, installation, configuration, data conversion, and training (includes conversion of existing data from City Hall, Housing Authority, and Police Department systems)

n.b. no hardware or scanner device pricing is included in this proposal.

The Laserfiche Solutions Group is pleased at the opportunity to submit this proposal for the Laserfiche Document Management solution. We look forward to supporting the City of Long Beach's initiatives and to achieving this project's goals.

Sincerely,

Chuck Barrick, Solutions Manager

Laserfiche Solutions Group

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