



## **AGENDA REPORT**

**Meeting Date:** July 24, 2012

**Item Number:** H-15

**To:** Honorable Mayor & City Council

**From:** Scott Miller, Director of Administrative Services and CFO  
Noel Marquis, Assistant Director of Administrative Services - Finance

**Subject:** **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**

**Attachments:** 1.) Agreement

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**Item A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WAVE TECHNOLOGY SOLUTIONS GROUP, INC. FOR EMC DOCUMENTUM APPLICATIONXTENDER SUPPORT AND SERVICES RELATED TO THE CITY'S DOCUMENT AND RECORDS MANAGEMENT SYSTEM; AND**

**APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$150,000 TO WAVE TECHNOLOGY SOLUTIONS GROUP, INC., INC. FOR THESE SERVICES**

### **RECOMMENDATION**

Staff recommends that the City Council approve an Agreement between the City of Beverly Hills and Wave Technology Solutions Group, Inc. for EMC Documentum ApplicationXtender support and services related to the City's document and records management system, and authorize a purchase order for the services in an amount not to exceed \$150,000 per year for the term of the 3-year Agreement.

### **INTRODUCTION**

In 2005, the City went to bid for the purchase, installation and implementation of a document conversion and records management system. The City remained with the bid winning vendor through 2011. However, upon review of similar services provided

by vendors in the document imaging and records management industry, staff determined that significant cost savings could be realized by going to formal bid for a new service provider.

The average annual cost for the prior document imaging and records management provider for all support and services was approximately \$195,000. While some of this was due to set-up of the City's current document imaging and records management system, the cost for maintenance and ongoing services was substantial.

Based on the new pricing received from the latest bid process, the City anticipates an annual cost savings of between \$45,000 and \$95,000 per year for ongoing services.

### **DISCUSSION**

As part of the City's continuing effort to digitize its citywide paper archives, and to streamline search, retrieval and archiving of City records, the City issued a Request for Proposals (RFP) for EMC Documentum ApplicationXtender Maintenance and Support, Document Conversion, and Professional Services on March 1, 2012 (Bid No. 12-25). Sealed bids were opened on April 4, 2012, and two responses were received from ViaTron Systems, Inc. and Wave Technology Solutions. Staff conducted a side-by-side comparison of the line item costs in each proposal as well as noting any missing items or additional costs.

Upon first review, it appeared that ViaTron provided an overall lower cost proposal than Wave Technology due to the prices quoted in the requested line items. However, upon further investigation, staff found missing support and additional costs in the ViaTron quote that were included in the Wave Technology support quote. The ViaTron maintenance and support proposal excludes break/fix support, administrative support, and end user software support. These additional support services are priced at \$95 per hour, and would likely cost the City substantially given that the City has historically relied on this type of support with average requirements of eight hours of these services per month.

	<b>ViaTron</b>	<b>Wave Technology</b>
<i>Software Support</i>	\$13,801.97	\$23,832.00
<i>Hardware support</i>	\$12,699.34	\$12,121.00
<i>Additional Required Support @ 8hrs per month</i>	\$9,120.00	\$0
<i>Hours exceeding 8 hrs. per month for additional services</i>	<i>Unknown with no cap</i>	\$0
	\$35,621.31	\$35,953.00

The estimated difference between the two support quotes is \$331.69. However, the ViaTron option is a minimum cost since the need for additional support services invariably increases as systems age. Since the City's systems are aging, staff anticipates that the need for these services will likely increase substantially during the next few years, meaning the actual costs for these additional services that are already

included in the Wave Technology quote would not be able to be forecast and budgeted for ViaTron.

The Wave Technology cost proposal is all-inclusive of anticipated support costs. Additionally, the Wave proposal provides a lower price quote for professional services, which is an important aspect of the engagement given the need to have professional services to complete software integration with the City's enterprise software systems (CAD/RMS & ERP), as well as integration with the City's public facing web pages. Additionally, the Wave proposal provides a lower cost proposal related to hardware maintenance and support.

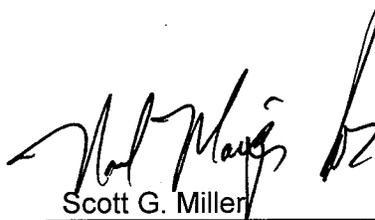
Staff recommends award of the contract related to Bid No. 12-25 for EMC Documentum ApplicationXtender Maintenance and Support, Document Conversion, and Professional Services, to Wave Technology Solutions based on the overall value and anticipated use of inclusive services provided.

**FISCAL IMPACT**

Staff anticipates an annual cost that will not exceed \$150,000 for all hardware, software, and equipment maintenance, support and required services throughout the 3-year term of the Agreement. Funds for this purchase are available in the Document Imaging Backlog account for CIP Other.

  
Noel Marquis

\_\_\_\_\_  
Finance Approval



\_\_\_\_\_  
Scott G. Miller  
Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND WAVE TECHNOLOGY SOLUTIONS GROUP, INC.  
FOR EMC DOCUMENTUM APPLICATIONXTENDER  
SUPPORT AND SERVICES RELATED TO THE CITY'S  
DOCUMENT AND RECORDS MANAGEMENT SYSTEM

NAME OF CONSULTANT: Wave Technology Solutions Group, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Victor Flores, Director of Business  
Development

CONSULTANT'S ADDRESS: 8805 Research Drive, Suite 100  
Irvine, California 92618

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: David Schirmer, Chief  
Information Officer

COMMENCEMENT DATE: August 1, 2012

TERMINATION DATE: June 30, 2015, unless sooner  
terminated

CONSIDERATION: Not to exceed \$150,000, annually based  
on the costs set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND WAVE TECHNOLOGY SOLUTIONS GROUP, INC.  
FOR EMC DOCUMENTUM APPLICATIONXTENDER  
SUPPORT AND SERVICES RELATED TO THE CITY'S  
DOCUMENT AND RECORDS MANAGEMENT SYSTEM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Wave Technology Solutions Group, Inc., (hereinafter called "Consultant").

RECITALS

- A. City desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").
- B. Consultant represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall provide EMC Documentum ApplicationXtender maintenance and support, document conversion services, and related professional services, as more particularly described in Exhibit A, Scope of Work, and in the Request for Proposals (Bid No. 12-25: EMC Documentum ApplicationXtender Support & Services), both incorporated herein by this reference, in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. This Agreement shall commence upon a notice to proceed, and shall terminate on the Termination Date set forth above, unless sooner terminated pursuant to Section 13 of this Agreement. The City Manager or his designee may extend the Agreement in writing for up to two, one year periods.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

Section 4. Method of Payment. Consultant shall submit to City a detailed invoice (as is further described in Exhibit B), on a monthly basis or less

frequently, for the services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

Section 5. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 6. Assignment and Subcontracting. Consultant shall not assign or attempt to assign any portion of this Agreement, or subcontract any required performance hereunder, without the prior written approval of City. Consultant, however, shall at all times be responsible for the services performed by any subcontractors.

Section 7. Party Representatives.

(a) Consultant: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without the prior written consent of City.

(b) Consultant's Onsite Representatives. Consultant shall have at least one competent representative on the project site at all times while work is in progress. At the City's direction and at the sole discretion of the City, Consultant shall immediately replace any individual who fails to perform the duties required by the work with a qualified, competent replacement that is acceptable to City's authorized representative.

(c) City Representative. The City Manager or his designee shall represent City in the implementation of this Agreement.

Section 8. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement.

Section 9. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 11. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the Scope of Work required by this Agreement.

3) A policy or policies of Professional Liability Insurance coverage with minimum limits of One Million Dollars (\$1,000,000).

4) Workers' compensation insurance as required by the State of California.

(b) Consultant shall require each of its sub-Consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(e) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by Consultant shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any claim, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Consultant, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(b) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 13. Termination.

(a) City may cancel this Agreement, with or without cause, at any time upon five (5) calendar days written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

Section 14. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's services.

Section 15. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 16. Non-Disclosure.

(a) Pursuant to the terms of this Agreement, City has provided, or will provide Consultant with certain information, and/or access to certain information (the "Information"), which was or will be obtained by the City pursuant to a License Agreement with a third party, or which is the proprietary information of the City, or which is not publicly known. Consultant, its employees, agents, representatives, contractors and subcontractors shall hold the Information private and confidential, and shall not:

(i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City,

(ii) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of Consultant's duties to the City.

Section 17. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 18. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 19. Precedence. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 23. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than City and Consultant, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
WILLIAM W. BRIEN, M.D.  
Mayor of the City of Beverly Hills

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

COMPANY NAME: WAVE  
TECHNOLOGY SOLUTIONS, INC.

\_\_\_\_\_  
ADAM TORAB  
President

\_\_\_\_\_  
MEHRON VAEZI  
Chief Financial Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

Consultant shall provide the following services related to the City's Documents and Records Management System (or "system") to the City's full satisfaction:

**TASK 1: Software Systems Maintenance and Support:** Consultant shall provide all software maintenance, support and updates necessary for a fully functional system. The City's current version of EMC Documentum software is 6.5. Consultant shall provide maintenance and support for the system for a three year period which may be renewed annually as set forth in Section 2 of the Agreement. Consultant shall submit its service level agreement(s) for all support and maintenance activities. The following EMC Documentum and Kofax software require support:

- (a) EMC ApplicationXtender
  - ApplicationXtender Server – 1 CC User
  - ApplicationXtender OCR Server
  - Verity K2 Server
  - Verity K2 Client – 5 CC User
  - ApplicationXtender Server – 5 CC User Pack
  - (2) ApplicationXtender ProIndex Full Text Client – 5 CC User
  - ApplicationXtender ProIndex Full Text Server
  - DiskXtender for Windows File System Mgr Server
  - ApplicationXtender Intg Mod – 25 Users
  - Additional Records Mgr Admin Client Connection
  - Records Manager for ApplicationXtender
  - DiskXtender for Windows File System Mgr
  - ApplicationXtender Server – 25 CC Users
  - Pegasus Scanfix for ApplicationXtender
  - ApplicationXtender Image Capture Server
  - ApplicationXtender OCR Server
  
- (b) Kofax
  - AC Volume 75K/Mo
  - AC Volume 25K/Mo
  - AC Volume 25K/Mo
  - Full Station

**TASK 2: Scanner Maintenance and Support:** Consultant shall provide all support and maintenance for fully functional scanners. Consultant shall submit its service level agreement(s) for all support and maintenance activities. The following hardware requires annual support:

- (a) Kodak  
Kodak i640 with VRS (Qty-1: Administrative Services, Finance Division)  
Kodak i620 with VRS (Qty-1: Community Development, Building and Safety Division)  
Kodak i260 with VRS (Qty-2: Police Department, Administrative Services Division, Records Bureau)
- (b) Bowe Bell & Howell  
Bowe Bell & Howell Infinity WF Large Format Scanner (Qty-1: Community Development, Building and Safety Division)

*Note: Scanner locations are provided for informational purposes only. Scanners may be moved between City departments by authorized City representatives at any time during the term of this Agreement.*

**TASK 3: Document Conversion Services:** Consultant shall provide document conversion services, which shall be provided on an as needed basis, as determined by City representatives.

- (a) Consultant's duties shall include provision of all necessary discovery, sample testing, image adjustment, labor, hardware, equipment, software, validation, quality control, and release to complete full document conversion services into the City's Document and Records Management system.
- (b) Consultant shall provide high quality scanning services at 200 DPI resolution for various document types and sizes, as directed by City staff.

**TASK 4: Professional Services:** Consultant shall provide EMC Documentum ApplicationXtender software customizations, engineering, integrations, and application development services to maximize the performance of the records management system.

- (a) Consultant shall provide the following professional services as requested by the City:
  - i. Provide detailed technical specifications, develop code, and other necessary technical tasks to automate and integrate AX applications with various City software applications.
  - ii. Provide discovery, solutions deployment, application testing, validation and support.
  - iii. Develop application code and perform the integration necessary for 'public access' applications.

- iv. Create departmental AX applications.
  - v. Provide various application services to optimize City department applications and workflows.
- (b) The following tasks must be included with respect to all Professional Services requests received from authorized City staff:
- i. *Project Management:* The Consultant must present a comprehensive project plan and project budget, detailing time and resources required to accomplish the requested tasks. Consultant must employ professional project management software such as Microsoft Project.
  - ii. *Documentation:* Documentation must be developed to support the City's business processes. At a minimum, the contracting firm shall provide the City with the following:
    - 1. User documentation
    - 2. Configuration documentation
    - 3. Interface documentation
    - 4. System administration manuals
    - 5. Application software tutorials
    - 6. System documentation

All user documentation, including application and interface documentation, help documentation and software tutorials should be available online and accessible from within the relevant application. Additionally, the Consultant is expected to provide sufficient copies of each type of user documentation.

- iii. *Testing:* Each Professional Services engagement must include adequate provisions for functional, performance and reliability testing. The City requires Consultant involvement in the development and execution of all test plans to ensure that the customizations and integrations deliver the expected results.
- iv. *Training:* Consultant is expected to provide the following as needed types of training programs:
  - 1. Administrator training that includes all knowledge transfer activities necessary to enable City staff to configure, tailor, monitor and administer the technical and functional aspects of system.
  - 2. End user training that includes the use of a "train-the-trainer" approach accompanied by computer-based training, both web-based and onsite.

All training materials must be provided in both electronic and hard copy formats for unlimited duplication by the City. Training materials must reflect

the specific functionality of the system in the City and all training sessions must include specific skills required to support the functionality of the City's system.

**EXHIBIT B**  
**COMPENSATION AND PAYMENT**

A. Breakdown of Costs.

<b>Bidder:</b>	<b>WAVE Technology Solutions Group</b>
<b>Software Systems Maintenance and Support</b>	
<b>1-year cost:</b>	\$ 23,832.00
<b>3-year cost:</b>	\$ 71,496.00
<b>Scanner Maintenance and Support</b>	
<b>1-year cost:</b>	\$ 12,121.00
<b>3-year cost:</b>	\$ 36,363.00
<b>Document Conversion Services (hourly)</b>	\$175.00
<b>Professional Services</b>	\$175.00
<b>Scan Duplex 8 ½ x 11 (per page)</b>	
<b>onsite:</b>	\$ 0.18
<b>offsite:</b>	\$ 0.06
<b>Scan Duplex 8 ½ x 14 (per page)</b>	
<b>onsite:</b>	\$0.30
<b>offsite:</b>	\$0.10
<b>Scan Duplex 11 x 17 (per page)</b>	
<b>onsite:</b>	\$ 0.30
<b>offsite:</b>	\$ 0.10
<b>Scan Large Format 24 x 36 (per page)</b>	
<b>onsite:</b>	\$3.00
<b>offsite:</b>	\$1.00
<b>Scan Large Format 36 x 42 (per page)</b>	
<b>onsite:</b>	\$ 3.00
<b>offsite:</b>	\$ 1.00
<b>Scan Large Format Velum (per page)</b>	
<b>onsite:</b>	\$3.00
<b>offsite:</b>	\$ .00
<b>Scan Large Format Mylar (per page)</b>	
<b>onsite:</b>	\$3.00
<b>offsite:</b>	\$1.00
<b>Convert 16MM Microfiche jacket</b>	
<b>onsite:</b>	N/A
<b>offsite:</b>	\$0.12

<b>comments:</b>	Minimum \$6 order with maximum resolution of 300dpi.
<b>Convert 35MM Microfiche jacket</b>	
<b>onsite:</b>	N/A
<b>offsite:</b>	\$0.35
<b>comments:</b>	Minimum \$2 order with maximum resolution of 300dpi.
<b>Photograph</b>	
<b>onsite:</b>	\$ 0.18
<b>offsite:</b>	\$ 0.06
<b>Newspaper (per page)</b>	
<b>onsite:</b>	\$ 0.18
<b>offsite:</b>	\$ 0.06
<b>Document Indexing</b>	
<b>onsite:</b>	\$ 0.02
<b>offsite:</b>	\$ 0.01
<b>comments:</b>	Pricing is per keystroke.
<b>Document Pickup and Return</b>	
<b>onsite:</b>	\$ 200.00
<b>offsite:</b>	\$ 50.00
<b>comments:</b>	Pricing for onsite is per day. Pricing for offsite is per trip.
<b>Document Storage During Conversion</b>	
<b>onsite:</b>	N/A
<b>offsite:</b>	\$-
<b>comments:</b>	Storage is included in quoted prices for document conversion costs.
<b>On Demand Document Retrieval During Conversion</b>	
<b>onsite:</b>	N/A
<b>offsite:</b>	\$ -
<b>comments:</b>	Retrieval is included in quoted prices for document conversion costs.
<b>Document Preparation</b>	
<b>onsite:</b>	\$ 51.00
<b>offsite:</b>	\$ 17.00
<b>comments:</b>	Pricing is per hour.
<b>User Training (2 hour increments)</b>	
<b>onsite:</b>	\$ 175.00
<b>offsite:</b>	\$ 175.00

<b>comments:</b>	Pricing is per hour.
<b>Systems Administrator Training (2 hour increments)</b>	
<b>onsite:</b>	\$ 175.00
<b>offsite:</b>	\$ 175.00
<b>comments:</b>	Pricing is per hour.

B. Payment.

Consultant shall submit a monthly itemized statement to City for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.



**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

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

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

Exhibit C