



## AGENDA REPORT

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**Date:** May 9, 2017

**To:** City Manager for Council Action

**From:** City Clerk/Auditor  
Director of Information Technology/CIO

**Subject:** Approval of an Agreement for the Performance of Services with ECS Imaging, Inc. for the Implementation of an Enterprise Document Management System

### EXECUTIVE SUMMARY

The City's document management system allows the public record to be compiled, tracked, retained and protected. The system is necessary to facilitate the day-to-day operations of City departments and links with the agenda management system for public meetings. This Agreement for the Performance of Services with ECS Imaging, Inc. will provide the Laserfiche software, installation, implementation and training in support of a contemporary enterprise document management system (EDMS).

The City's current SIRE document management system was first implemented thirteen years ago. The SIRE system is no longer being developed and is at significant risk of failure. A contemporary enterprise document management system will allow enhanced productivity, improved public interface and increased transparency.

In September 2016, a Request for Proposals (RFP) for the Agenda Management System and Enterprise Document Management System was released. Seven EDMS proposals were received. A committee composed of staff from the Information Technology Department, City Clerk's Office, City Manager's Office and other key City departments assessed proposals and viewed demonstrations from finalists. The committee selected ECS Imaging, Inc.'s Laserfiche proposal as the most qualified EDMS vendor. ECS Imaging, Inc. has completed the successful installation of more than 350 Laserfiche EDMS systems. Laserfiche is an EDMS industry standard and is used by more than 1000 clients in the United States. A copy of the Agreement for the Performance of Services with ECS Imaging, Inc. can be viewed on the City's website and is available in the City Clerk's Office for review during normal business hours.

### ADVANTAGES AND DISADVANTAGES OF ISSUE

Advantages of approving the agreement with ECS Imaging, Inc. include the replacement of the City's outdated system with one that is more stable and provides enhanced services. This includes a more reliable platform on which to store and find documents for staff and meet Public Records Act requests in a patent manner. Increased functionality of the Laserfiche system also includes the ease of use for enterprise-wide records management and document imaging, workflow and records retention, web-browser and mobile-device interfaces, enhanced search capabilities and security, use of electronic signatures for agreements, the use of less onsite file storage, and overall a more robust suite of services which will enhance efficiency for staff and improve the interface for the public. Under the terms of the Agreement, ECS Imaging, Inc. will also provide the required training, implementation support, and data migration necessary to

Subject: Approval of an Agreement for the Performance of Services with ECS Imaging, Inc. for the Installation and Implementation of an Enterprise Document Management System

Page 2

ensure that the upgrade is successful. It is expected that the first phase of the implementation, training and migration will be completed in the next fiscal year.

The disadvantages of not funding the project include the significant risk that the existing system will fail or become so outdated that it is not compatible with current technologies. It is important to note that the current SIRE document management system was first implemented thirteen years ago and has ceased to be developed by the vendor. Aging technology can cause incompatibility with newer devices and systems, restricts enhancements to City processes and in general becomes less stable.

#### **ECONOMIC/FISCAL IMPACT**

Services under this Agreement with ECS Imaging, Inc. of \$314,151 in Fiscal Year 2016-2017 with an amount of \$534,939 over the three-year term subject to budget appropriations.

#### **RECOMMENDATION**


That the Council approve and authorize the City Manager to execute the Agreement for the Performance of Services with ECS Imaging, Inc. for the implementation of an Enterprise Document Management System in an amount of \$314,151 in Fiscal Year 2016-2017, with an amount of \$519,939 over the three-year term, and approval for a contingency totaling \$15,000 in the event additional services need to be added over the contract term for a total not-to-exceed project cost of \$534,939.

  
\_\_\_\_\_  
Rod Diridon, Jr.  
City Clerk/Auditor

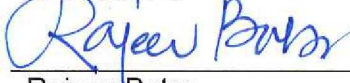
  
\_\_\_\_\_  
Gaurav Garg  
Director of Information Technology/CIO

*OK DC*  
Certified as to Availability of Funds:

539-2312-80xxx-6549	\$289,151.00
178-7833-88040-(G)CUP16	\$25,000.00

  
\_\_\_\_\_  
Angela Kraetsch  
Acting Director of Finance

APPROVED

  
\_\_\_\_\_  
Rajeev Batra  
City Manager

**MAJORITY VOTE OF COUNCIL**

*Documents Related to this Report:*  
*Agreement for Performance of Services – ECS Imaging, Inc.*



**COUNCIL AND AUTHORITIES  
AGENDA MATERIAL ROUTE SHEET**

Council Date: 5/9/17

**SUBJECT:** Approval of an agreement for the performance of services with ECS Imaging, Inc. for the implementation of an Enterprise Document Management System

**PUBLICATION REQUIRED:**

The attached Notice/Resolution/Ordinance is to be published \_\_\_\_\_ time(s) at least \_\_\_\_\_ days before the scheduled meeting/public hearing/bid opening/etc., which is scheduled for \_\_\_\_\_.

**AUTHORITY SOURCE FOR PUBLICATION REQUIREMENT:**

**Federal Codes:**

Title \_\_\_\_\_ U.S.C. § \_\_\_\_\_  
(Titles run 1 through 50)

**California Codes:**

Code \_\_\_\_\_ § \_\_\_\_\_  
(i.e., Government, Street and Highway, Public Resources)

**Federal Regulations:**

Title \_\_\_\_\_ C.F.R. § \_\_\_\_\_  
(Titles run 1 through 50)

**California Regulations:**

Title \_\_\_\_\_ California Code of Regulations § \_\_\_\_\_  
(Titles run 1 through 28)


**City Regulations:**

City Charter § \_\_\_\_\_  
(i.e., 1310. Public Works Contracts. Notice published at least once at least ten days before bid opening)

City Code § \_\_\_\_\_

**Reviewed and approved:**

1. As to City Functions, by

  
\_\_\_\_\_  
Department Head

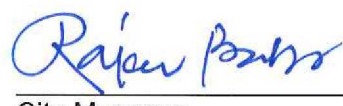
2. As to Legality, by

  
\_\_\_\_\_  
City Attorney's Office/CAO Assign. No 17.0299

3. As to Environmental Impact Requirements, by

N/A  
\_\_\_\_\_  
Director of Community Development

4. As to Substance, by

  
\_\_\_\_\_  
City Manager

\* Agenda Material Route Sheet required for all agreements, contracts, resolutions, ordinances, notices requiring publication, master plan reports and grant applications

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ECS IMAGING, INC.**

**PREAMBLE**

This agreement for the performance of services ("Agreement") is by and between ECS Imaging, Inc., a California corporation, with its principal place of business located at 5905 Brockton Avenue, Riverside, California, 92506 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. EMPLOYMENT OF CONTRACTOR.**

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

**2. SERVICES TO BE PROVIDED.**

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.



**3. COMMENCEMENT AND COMPLETION OF SERVICES.**

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

**4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.**

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

**5. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on April 30, 2020.

**6. MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

**7. WARRANTY.**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to correct or replace materials or services within 90 days, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**8. PERFORMANCE OF SERVICES.**

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

**9. BUSINESS TAX LICENSE REQUIRED.**

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

**10. RESPONSIBILITY OF CONTRACTOR.**

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

**11. COMPENSATION AND PAYMENT.**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per



hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a milestone basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

**12. TERMINATION OF AGREEMENT.**

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

**13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

**14. NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**15. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

**16. NO PLEDGING OF CITY'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

**17. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

**18. USE OF CITY NAME OR EMBLEM.**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**19. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

**21. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.



**22. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

**23. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

**24. HOLD HARMLESS/INDEMNIFICATION.**

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

**25. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**26. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

**27. SEVERABILITY CLAUSE.**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**28. WAIVER.**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**29. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: City Clerk's Office  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 241-6771

And to Contractor addressed as follows:

ECS Imaging, Inc.,  
Al Carion  
5905 Brockton Avenue  
Riverside, California 92506  
or by facsimile at (951) 787-0831

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**30. CAPTIONS.**

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**31. LAW GOVERNING CONTRACT AND VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**32. DISPUTE RESOLUTION.**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.



- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

**33. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

**34. AFFORDABLE CARE ACT OBLIGATIONS**

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

**35. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**36. PROGRESS SCHEDULE.**

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

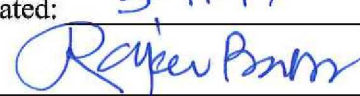
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

  
for **BRIAN DOYLE**  
Interim City Attorney

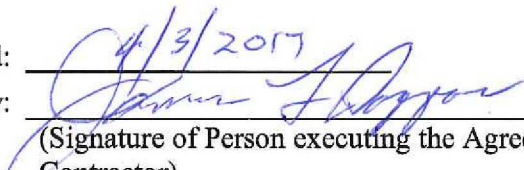
Dated: 5.11.17  
  
**RAJEEV BATRA**  
Interim City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

  
for **ROD DIRIDON, JR.**  
City Clerk

"CITY"

**[ECS IMAGING, INC.]**  
**A CALIFORNIA CORPORATION]**

Dated: 4/3/2017  
By:   
(Signature of Person executing the Agreement on behalf of Contractor)  
Name: James F. Pappas  
Title: Chief Executive Officer  
Local Address: 5905 Brockton Avenue  
Riverside, California, 92506  
Email Address: al@ecsimaging.com  
Telephone: (951) 787-8768  
Fax: (951) 787-0831

"CONTRACTOR"



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside } SS.

On 04/03/2017 before me, Tonya Edge, Notary Public  
DATE Name, Title of Officer (e.g., "Jane Doe, Notary Public")

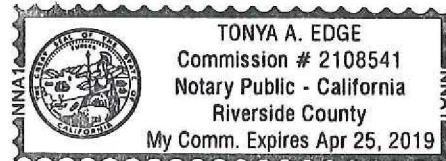
personally appeared James F. Pappas  
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tonya A. Edge  
Signature Of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the data is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### CAPACITY(IES) CLAIMED BY SIGNER

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partnership - ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ECS IMAGING, INC.**

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's RFP proposal entitled, "Proposal for Agenda Management System and Enterprise Document Management System" dated October 10, 2016, and which is summarized here in the Statement of Work: Laserfiche Implementation Project attached to this Exhibit A.





# ***City of Santa Clara***

## **Statement of Work**

### **Laserfiche Implementation Project**

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#### **Authors:**

John Phillips, Project Manager  
James Green, Chief Operating Officer

Creation Date: 3/8/2017  
Last Revision Date: 3/12/2017

## **Purpose**

### **BACKGROUND INFORMATION**

The City of Santa Clara, hereafter referred to as CSC, intends to transition from a SIRE document management system to Laserfiche with the goal of improving the business processes of import and capture for new records, automating document indexing and archive storage, improving business decision and routing automation, and improving search and retrieval for records.

The Statement of Work, hereafter referred to as SOW, is meant to provide background information on the project, high-level payment milestones, and responsibilities of all parties involved. The SOW will provide a framework on which to build the project plan.

The challenge with a SOW is that it is built with incomplete information and is an estimate of the work that will need to be completed by the City. In purchasing Laserfiche, the City is purchasing a complex set of tools that can be used to automate many of the business processes in the organization. ECS has provided all services to assist in a smooth transition from SIRE to Laserfiche, but has not included all possible applications of the Laserfiche "tools" could be used to automate. Where a process has been shared with ECS that should be automated, ECS has provided a best estimate as to the time required based on the limited and incomplete information. These estimates are subject to change based on new material information and the City should plan for contingency hours to meet future obligation.

### **PROJECT STATEMENT**

The first step in the process will be to install the Laserfiche system. Installing the system first will allow us to have a sandbox that we can use in conducting the needs analysis with the various departments.

The solution being provided includes a high-level fit gap analysis with each department to determine their existing use of SIRE and what we can do to improve their use in Laserfiche. The information developed in these meetings will be used to develop the project plan. Not all items discussed in the meeting will be included in the project plan as they may require additional work not originally requested in the proposal.

Once the project plan is developed, we will commence with the implementation of the first three departments: Clerk's Office, Fire, and Electric. Depending on the availability of department resources we may decide to implement the three departments in a sequential or parallel fashion.

Once the first three departments are almost done, we will then switch to working with the additional 12 departments based on their availability and need as determined by the City.

Throughout the project, we will review milestones through status meetings and update the project plan and timeline as needed.



## SCOPE DEFINITION

The following scope of the project includes:

- **Fit-Gap Analysis**
  - Meeting with each department to determine current use and propose new ways in the future to improve existing business processes with Laserfiche
- **Software Installation**
  - Laserfiche server, client, import and scanning, and business process components
- **Repository Design Consultation and Configuration**
  - Folder Structure
  - Naming Convention
  - Template and Field Design
  - User license allocation and security
  - Storage Volumes
- **Business Process Consultation and Configuration**
  - Laserfiche Quick Fields and Import Agent Capture and Indexing Automation
  - Laserfiche Workflow Processing Automation
  - Laserfiche Forms Building
  - Laserfiche Plus for Digital Archiving
- **Training**
  - Import and Capture Training
    - Laserfiche Scanning, Import Agent and Quick Fields
  - Search and Retrieval Training
    - Laserfiche Client, Web Access, Plus
  - Workflow Automation Training
    - Laserfiche Workflow
  - Forms Building Training
    - Laserfiche Forms
  - Laserfiche Administrator Training
    - Security
    - User configuration
    - Volume configuration
    - IT
- **Project Management**
  - Professional project management services from ECS
    - Project plan development
    - Kick off meeting
    - Project status meetings
    - Project status updates
  - Documentation
    - Solution documentation
    - Training documentation

## ITEMS OUT OF SCOPE

Items beyond scope are those items which are not included in the Statement of Work. They include but are not limited to:

- ECS acquisition of server or workstation hardware

- Costs associated with troubleshooting OS or hardware issues related to the workstations or servers
- Resolving any issues not related to Laserfiche, including but not limited to Windows permissions, network permissions, network hardware, server or client hardware, or other 3<sup>rd</sup> party infrastructure hardware or software
- Development or revision of the City retention policy
- Simplification of the retention policy to a strictly year based retention method
- Conversion from Tidemark to Accela
- Integration services and licensing for Accela and Laserfiche integration
- Solution to convert from MSG/E-mail files to Images to automate processing
- Any services not explicitly defined in the statement of work\*

\*Any items out of scope will be considered as separate labor from the services agreed upon for this project and may require additional approval and review before proceeding. The project's primary requirements take precedence over any additional items requested that are out of scope to maintain the project timeline and ensure deliverable expectations are met.

## **TECHNICAL REQUIREMENTS**

- Remote access via VPN credentials, Citrix credentials, or other methods may need to be provided to select ECS Imaging team members
  - Access is needed to all LF related servers for implementation purposes
- Access is needed to any 3<sup>rd</sup> party databases or systems involved in any process related to storing and retrieving documents in Laserfiche

## **HIGHLIGHTED VARIABLES THAT IMPACT THE PROJECT DURATION**

- Availability of CSC staff resources
  - ECS will Collaborate with CSC staff to define all implementation requirements
  - CSC will need to attend all necessary meetings
  - CSC will need to provide timely decisions
- Delays with server hardware availability for Laserfiche installation
- Appropriate security access to Laserfiche related servers
- Appropriate security access to any 3<sup>rd</sup> party databases or applications that are required to satisfy the business requirements



## SCOPE OF WORK AND PAYMENT MILESTONES

All dates are estimated from the original assumed starting date. The dates below are meant to provide a general timeline to help all stakeholders better understand the time required to complete all the below tasks. The dates below are subject to change depending on external factors to ECS and Laserfiche.

Milestones may be billed individually or submitted for payments in batches, e.g. 12, 13 and 14 would be invoiced at the same time and paid for at the same time, assuming all three are completed.

### Phase 1

Milestone #	Milestone Description	Estimated Time (Days)	Estimate Cost
1	Software Licensing*	Materials	\$249,651
2	Software Installation <ul style="list-style-type: none"> <li>Installation of Laserfiche</li> </ul>	3 Days	\$4,500
3	Conduct High-level Fit-Gap Analysis <ul style="list-style-type: none"> <li>15 Departments</li> <li>Deliverable is roughly 1 page report of existing usage, immediate needs, future needs, and potential capabilities available with Laserfiche to meet immediate and future needs in Laserfiche</li> </ul>	15 Days	\$22,500
4	Development of Project Plan <ul style="list-style-type: none"> <li>Deliverable is a project plan document for the implementation of 15 departments</li> </ul>	7 Days	\$10,500
5	Fire – Training and Implementation <ul style="list-style-type: none"> <li>Ensure day-to-day operations transition from Sire to Laserfiche</li> <li>Implement automation where technically feasible and time allows</li> </ul>	5 Days	\$7,500
6	Electric – Training and Implementation	2 Days	\$3,000
7	City Manager – Training and Implementation <ul style="list-style-type: none"> <li>Implementation of Electronic Forms Process streamline The Contract Approval Process</li> <li>DocuSign Integration Configuration for Contracts Management</li> </ul>	11 Days	\$16,500
<b>Phase 1 Totals</b>		<b>43 Days</b>	<b>\$314,151</b>

### Phase 2

8	Complete 1-Time Conversion of Data from SIRE to Laserfiche <ul style="list-style-type: none"> <li>Up to 260 GB of Data</li> <li>Includes Metadata</li> <li>Does not include annotations that are overlays on document</li> </ul>	Flat-Rate	\$20,000
9	Training Completed <ul style="list-style-type: none"> <li>General Training to 25 Users on locating documents and importing documents into Laserfiche <ul style="list-style-type: none"> <li>Train-the-trainer approach</li> <li>Additional training to be provided to all users on a per-department basis Administrator Training</li> </ul> </li> <li>Provide Laserfiche Admin Training for 3 System Administrators <ul style="list-style-type: none"> <li>Training will cover administrative tasks such as: assigning licenses, establishing security permissions,</li> </ul> </li> </ul>	4 Days	\$6,000

	creating index templates, setting filing rules, configuring workflows, building forms, creating Quick Fields sessions, and running reports o Provide Forms and Workflow Training		
10	City Clerk – Training and Implementation <ul style="list-style-type: none"> <li>Consulting and implementation services to design templates and folder structure</li> <li>Development of workflows to automate the calculation of retention dates by record type</li> <li>Implement “Document Numbering” system</li> <li>Workflow to retain metadata of deleted files</li> <li>Development of disposition retention report to facilitate sign-offs for destruction</li> </ul>	6 Days	\$9,000
11	Finance – Training and Implementation <ul style="list-style-type: none"> <li>Consulting and implementation services to design templates and folder structure</li> <li>Implementation of Workflow Process to streamline Accounts Payable Process</li> </ul>	10 Days	\$15,000
12	Public Works – Training and Implementation	2 Days	\$3,000
13	Water and Sewer – Training and Implementation	2 Days	\$3,000
14	Police – Training and Implementation	2 Days	\$3,000
15	Parks and Recreation – Training and Implementation	2 Days	\$3,000
16	Mayor and Council – Training and Implementation	2 Days	\$3,000
17	Library – Training and Implementation	2 Days	\$3,000
18	Information Technology – Training and Implementation	2 Days	\$3,000
19	Human Resources – Training and Implementation	2 Days	\$3,000
20	Community Development – Training and Implementation	2 Days	\$3,000
21	City Attorney – Training and Implementation	2 Days	\$3,000
	<b>Phase 2 Totals</b>	<b>40 Days</b>	<b>\$80,000</b>

Estimated Annual Payment After Year 1

Laserfiche: \$45,010 + DocuSign: \$17,884 = **Total: \$62,894\***

\*See Laserfiche and DocuSign quotes included with the contract for line item detail

### **DELIVERABLE SCHEDULE (ESTIMATED)**

A detailed project plan will be developed after the Fit-Gap Analysis is completed, changes to the schedule should be expected.

### **PAYMENT**

Milestones should be paid within 30 calendar days of the invoice date. If the City believes that a milestone is not complete or has been incorrectly invoiced, the City must notify ECS immediately so that corrective action can be taken to ensure accurate billing. Should a milestone remain open for greater than 90 days, ECS reserves the right to bill for the portion of the milestone that has been completed.

### **LOCATION OF WORK**

Work will be completed remotely at ECS office in Riverside, CA and Concord, CA and onsite at CSC offices as needed.



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
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**EXHIBIT B**

**FEE SCHEDULE**

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable).

In no event shall the amount billed to City by Contractor for services under this Agreement exceed Five Hundred Nineteen Thousand and Nine Hundred Thirty Nine Dollars (\$519, 939.00), subject to budget appropriations.

A contingency of \$15,000 in the event additional services need to be added over the contract term results in a total not-to-exceed project cost of \$534, 939.

One Time Fees				
Software Licensing		Unit Price	Qty	
	Laserfiche Rio	600	200	120,000
	Laserfiche Rio Forms	60	200	12,000
	Laserfiche Forms Portal	7995	1	7,995
	Laserfiche Quick Fields	15,000	1	15,000
	Laserfiche Quickfields Agent	10,000	1	10,000
	Laserfiche Weblink Portal	50,000	1	50,000
	Laserfiche Connector	30	200	6,000
	Laserfiche SDK	2,500	1	2,500
	Laserfiche Docusign Connector	300	1	300
				223,795
		Discount		37,038
		<b>Total</b>		<b>186,757</b>
Annual Maintenance				
	Laserfiche Rio	120	200	24,000
	Laserfiche Rio Forms	12	200	2,400
	Laserfiche Forms Portal	1,600	1	1,600
	Laserfiche Quick Fields	3,000	1	3,000
	Laserfiche Quickfields Agent	2,000	1	2,000
	Laserfiche Weblink Portal	10,000	1	10,000
	Laserfiche Connector	6	200	1,200
	Laserfiche SDK	750	1	750
	Laserfiche Docusign Connector	60	1	60
				45,010
	DocuSign Business Pro Edition- Seat Subscription	20		8,160
	Premier Support	1		1,224
	DocuSign Retrieve	1		6,000
	Single Sign On	1		2,500
	DocuSign Connector - Various Integrations	20		0
				17,884
		Total Annual		<b>62,894</b>
Services				
	Phase 1			
	ECS Install, Configuration and Consulting Services			77,400
		Discount		12,900
		Total Phase 1		64,500
	Phase 2			
	ECS Install, Configuration and Consulting Services			92,000
		Discount		12,000
		Total Phase 2		80,000
		Total services		<b>144,500</b>
	Grand Total Year 1			<b>314,151</b>
	Grand Total Year 2			<b>80,000</b>
	Annual License Services Year 2 - 3			<b>125,788</b>
		Sub Total		<b>519,939</b>
	Contingency			<b>15,000</b>
		Grand Total		<b>534,939</b>



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
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**EXHIBIT C**

**INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

**C. WORKERS' COMPENSATION**

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

**D. COMPLIANCE WITH REQUIREMENTS**

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the



Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara - City Clerk's Office

P.O. Box 100085 - S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
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**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Federal, State or local law or regulation;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or,
  2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.



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**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ECS Imaging, Inc.  
a corporation

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

Signature of Authorized Person or Representative

Name: James F. Pappas

Title: Chief Executive Officer

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside } SS.

On 04/03/2017 before me, Tonya Edge, Notary Public,  
DATE Name, Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James F. Pappas,  
NAME(S) OF SIGNER(S)

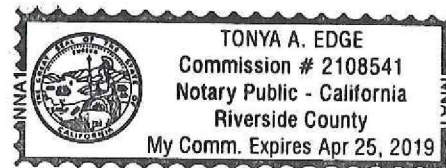
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Tonya A. Edge*

Signature Of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the data is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### CAPACITY(IES) CLAIMED BY SIGNER

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partnership - ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMPRINT  
OF SIGNER  
Top of thumb here



**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
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**EXHIBIT F**

**MILESTONE SCHEDULE**

<b>Mile- stone #</b>	<b>Milestone Description</b>	<b>Estimated Time (Days)</b>
1	Software Licensing	Materials
2	Software Installation <ul style="list-style-type: none"> <li>• Installation of Laserfiche</li> </ul>	3 Days
3	Conduct High-level Fit-Gap Analysis <ul style="list-style-type: none"> <li>• 15 Departments</li> <li>• Deliverable is roughly 1 page report of existing usage, immediate needs, future needs, and potential capabilities available with Laserfiche to meet immediate and future needs in Laserfiche</li> </ul>	15 Days
4	Development of Project Plan <ul style="list-style-type: none"> <li>• Deliverable is a project plan document for the implementation of 15 departments</li> </ul>	7 Days
5	Complete 1-Time Conversion of Data from SIRE to Laserfiche <ul style="list-style-type: none"> <li>• Up to 260 GB of Data</li> <li>• Includes Metadata</li> <li>• Does not include annotations that are overlays on document</li> </ul>	Flat-Rate
6	Training Completed <ul style="list-style-type: none"> <li>• General Training to 25 Users on locating documents and importing documents into Laserfiche <ul style="list-style-type: none"> <li>○ Train-the-trainer approach</li> <li>○ Additional training to be provided to all users on a per-department basis</li> </ul> </li> <li>• Provide Laserfiche Admin Training for 3 System Administrators <ul style="list-style-type: none"> <li>○ Training will cover administrative tasks such as: assigning licenses, establishing security permissions, creating index templates, setting filing rules, configuring workflows, building forms, creating Quick Fields sessions, and running reports</li> <li>○ Provide Forms and Workflow Training</li> </ul> </li> </ul>	4 Days
7	Fire – Training and Implementation <ul style="list-style-type: none"> <li>• Ensure day-to-day operations transition from Sire to Laserfiche</li> <li>• Implement automation where technically feasible and time allows</li> </ul>	5 Days
8	Electric – Training and Implementation	2 Days

9	City Clerk – Training and Implementation <ul style="list-style-type: none"> <li>Consulting and implementation services to design templates and folder structure</li> <li>Development of workflows to automate the calculation of retention dates by record type</li> <li>Implement “Document Numbering” system</li> <li>Workflow to retain metadata of deleted files</li> <li>Development of disposition retention report to facilitate sign-offs for destruction</li> </ul>	6 Days
10	City Manager – Training and Implementation <ul style="list-style-type: none"> <li>Implementation of Electronic Forms Process streamline The Contract Approval Process</li> <li>DocuSign Integration Configuration for Contracts Management</li> </ul>	11 Days
11	Finance – Training and Implementation <ul style="list-style-type: none"> <li>Consulting and implementation services to design templates and folder structure</li> <li>Implementation of Workflow Process to streamline Accounts Payable Process</li> </ul>	10 Days
12	Public Works – Training and Implementation	2 Days
13	Water and Sewer – Training and Implementation	2 Days
14	Police – Training and Implementation	2 Days
15	Parks and Recreation – Training and Implementation	2 Days
16	Mayor and Council – Training and Implementation	2 Days
17	Library – Training and Implementation	2 Days
18	Information Technology – Training and Implementation	2 Days
19	Human Resources – Training and Implementation	2 Days
20	Community Development – Training and Implementation	2 Days
21	City Attorney – Training and Implementation	2 Days
	<b>Totals</b>	<b>83 Days</b>