



iManage GOLD Partner

Proposal for:	City of Santa Ana/City Attorney’s Office
Project:	iManage Cloud
Prepared by:	David Cramer
	Director of Sales
Prepared on:	March 29 th , 2024



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Legal and Professional Services

March 29th, 2024

City of Santa Ana/City Attorney's Office
Mr. David Quintana
20 Civic Center Plaza, M-29
Santa Ana, CA 92701

Dear Mr. Quintana,

Blue Technologies Smart Solutions, LLC ("BTSS") is pleased to present this proposal to renew the iManage Cloud service for City of Santa Ana/City Attorney's Office.

Thank you again for choosing BTSS and iManage for your document management needs. Please direct any questions to my attention.

Sincerely,

David Cramer

Manager, Business Development
Legal and Professional Services
216-271-4800
dcramer@btoho.com



Solution Overview

City of Santa Ana/City Attorney's Office (CAO) has requested a pricing proposal from Blue Technologies Smart Solutions, LLC ("BTSS") for the renewal of the iManage Cloud service. The renewal quoted is the maximum term (3 years).



iManage Cloud Renewal Pricing

Description	Cost
<p>iManage Cloud Service, Corporate bundle for up to 20 users</p> <p>Enables the following iManage Work user functionality in a single instance of iManage Work within the primary geographic region with backup of data to a secondary location within region for disaster recovery for each subscribed user:</p> <ul style="list-style-type: none"> - iManage Work 10 browser interface - iManage Work 10 Desktop for Microsoft Windows or MAC OS - Email management with Microsoft Outlook or Gmail - Mobility (web mobile access, iOS application, Blackberry application) - 20GB of document storage per contracted user in iManage Work - 2,400GB total - iManage Control Center - External and Internal Collaboration using iManage Share - iManage Work RestAPI software development ToolKit - Optical Character Recognition Service for iManage Work <p>* 3-year term effective 8-1-2024 to 7-31-2027 *Invoiced annually in advance</p>	<p>\$36,843 / year</p>

Base Service Includes:

- All backend application support, administration and upgrades.
- 24 x 7 access to iManage support for software issues

Notes:

- Storage Overage- \$.56/GB/month - in excess of the monthly subscription allocation
- User Overage - \$127/user/month - in excess of the monthly subscription allocation
- Minimum annual billing is \$36,843 per year.
- Refer to iManage Cloud Services Agreement for iManage's terms at the link below:
[https://support.imanage.com/worksite/iManage_Cloud_Services_Agreement_\(US_Version\).pdf](https://support.imanage.com/worksite/iManage_Cloud_Services_Agreement_(US_Version).pdf)
- Pricing does not include applicable taxes.
- Pricing expires 7/26/24.

Renewal: Automatically renews for additional successive terms of the same length as the initial Renewal Term unless earlier terminated pursuant to the Agreement's express provisions or either party gives the other party written notice of non-renewal at least 30 days prior to the expiration of the then-current term.



Pricing Summary

iManage Cloud Service (3-year term):	\$36,843 / year
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Pricing expires 7/26/2024.

Services shall commence on August 1, 2024, and continue through July 31, 2027. City agree to pay BTSS/iManage at an amount not-to-exceed \$128,529. These costs include the iManage service billed annually at \$36,843 and a contingency amount of \$18,000 for additional services requested at the sole discretion of the City.

Terms and Conditions

Terms and conditions attached hereto.

Acceptance – City of Santa Ana/City Attorney’s Office

Signed in counterpart - see signature page below

Signature	
_____	_____
Printed Name	Date



Legal and Professional Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

ALVARO NUÑEZ
Acting City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

**BLUE TECHNOLOGIES SMART
SOLUTIONS LLC**

By: Laura A. Rossini
Laura A. Rossini
Chief Assistant City Attorney

DocuSigned by:
Lauren Hanna
C50AD45055BA4FB...

By: Lauren Hanna
Title: vice President

RECOMMENDED FOR APPROVAL

Sonia R. Carvalho
Sonia R. Carvalho
City Attorney

**TERMS AND CONDITIONS OF SALES AGREEMENT**

1. **PRICES:** Prices may be subject to change without notice until a purchase order is accepted by BTSS.
2. **PAYMENT TERMS:** City will pay all monies in US dollars, due in accordance with the stated terms. BTSS has no obligation to provide any additional notification of amount due except for this agreement. If full payment is not made within the stated time period, any discount will be voided and full retail price prevailing at the time of sale will be due. Under all circumstances, overdue balances will accrue a late fee charge on the outstanding balance at a monthly rate of 1½ %, 18% per annum. If you pay your balance via credit card after 15 days of invoice date, a 3% credit card processing fee will be added to the charge.
3. **SHIPPING AND DELIVERY:** Unless stated otherwise, the price is for pickup at BTSS' point of business. Once delivered, all risk of loss is with the City. If City does not take delivery within thirty days after notification by BTSS, this agreement may be cancelled and City's deposit retained by BTSS as liquidation of damages.
4. **DELAYS:** BTSS is not liable to City for any damages, including consequential damages, for any delay in or non-delivery due to anything beyond BTSS's reasonable control.
5. **DAMAGES:** BTSS will not be liable to City for any damage caused by goods or services purchased by this agreement. BTSS makes no warranties of any kind pertaining to the fitness for any particular use and shall not be liable for any loss or damage, directly or indirectly, or from any training or training material received, arising from the use of goods, or for consequential damages.
6. **LIMITATION OF LIABILITY AND WARRANTY:** BTSS SHALL NOT BE LIABLE TO CITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF BTSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. BTSS SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF CITY'S USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. IN NO EVENT SHALL THE AMOUNT CITY MAY RECOVER FROM BTSS UNDER THE CONTRACT DOCUMENTS ON ANY THEORY OF LIABILITY EXCEED THE PURCHASE PRICE OF THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS



SECTION SHALL NOT APPLY TO BODILY HARM OR DAMAGES CAUSED BY THE WILLFUL MISCONDUCT OR NEGLIGENCE OF BTSS, ITS EMPLOYEES, ITS OFFICIALS AND/OR AGENTS. BTSS provides a warranty of good workmanship with regard to all service provided under this policy. This warranty shall be the only warranty made by BTSS in lieu of all other warranties, express or implied.

7. **INDEMNIFICATION:** City will defend, hold harmless, and indemnify, any third party claim or suit brought against BTSS or its employees, agents, officers, or directors, ("Indemnified Parties") caused by the actions or omissions of City arising out of or related to: (i) the use or transmission of City Data; (ii) the loss, theft or misuse of passwords and/or login information used to access any administrative login or user accounts; (iii) violation of Regulatory Requirements applicable to City's business City will pay all damages finally awarded by a court of competent jurisdiction or agreed to in settlement by City attributable to such claim.

BTSS will defend, hold harmless and indemnify , any third party claim or suit brought against City or its employees, agents, officers, directors, or contractors ("Indemnified Parties") caused by the actions or omissions of BTSS arising out of or related to: (i) the use or transmission of BTSS Data; (ii) the loss, theft or misuse of passwords and/or login information used to access any administrative login or user accounts; (iii) violation of Regulatory Requirements applicable to BTSS' business operations; or (iv) claims based on software licensing violations, copyright infringement, trademark and patent infringement. BTSS will pay all damages finally awarded by a court of competent jurisdiction or agreed to in settlement by BTSS attributable to such claim.

8. **SUBCONTRACT:** BTSS shall have the right to subcontract any or all of its responsibilities hereunder to one or more subcontractors, but this shall not relieve BTSS of its responsibilities under this agreement.
9. **CANCELLATION:** If City cancels this agreement without allowing a reasonable time for delivery, the BTSS may: (1) Retain City's deposit; and, (2) Use any other remedy available to BTSS under Ohio law to mediate damages.
10. **RETURNS:** All software sales are final. There is a minimum 15% restocking charge for all other returned items. Product will not be accepted in return without first obtaining consent from the BTSS in writing. All returns must be complete and in original package, complete with all packing materials.
11. **SALES, USE, EXCISE, VAT TAXES:** BTSS is obligated to collect sales, use, excise, or VAT tax from ALL Clients in States and/or Countries where BTSS is a tax withholding agent. For States and/or Countries where BTSS is not a tax withholding agent, you are responsible for remitting Sales, Use, Excise or VAT taxes to your taxing authority



directly. It is your responsibility to provide the required documentation when submitting an order to claim an exemption. Taxes are charged based on the effective tax rate at the time the invoice is processed. This may be different than the initial rate at which you were quoted. You must submit re-sale or tax-exemption documentation from the State and/or Country in which you are doing business as well as each State and/or Country in which you are shipping goods or receiving services. We are not obligated to refund taxes due to late submission of tax exemption documentation. Submission of all appropriate tax exemption forms must be received by us before we ship the goods or we provide the services. You will be liable for all taxes, surcharges or other charges imposed on the sale of goods or provision of services by any taxing authority if tax forms are not received prior to the invoice being issued. Requests for refunds of sales taxes must be submitted to the appropriate taxing authority directly.

12. **NON SOLICITATION:** During the Term, and for a period of twenty-four (24) months thereafter, City agrees not to directly or indirectly, solicit, recruit or employ any employee or subcontractor of BTSS without BTSS' prior written consent. City agrees that, if it hires any employee of BTSS or its subcontractor during the period set forth above without written consent, it shall be presumed that City solicited the employee and City shall pay to BTSS, as liquidated damages and not as penalty an amount equal to the greater of \$75,000 or 100% of the annual salary paid to that employee by BTSS or its subcontractor, plus all costs including attorney fees as may be incurred by BTSS in enforcing Section 11. Provided further, in the event that said employee has executed an employment agreement with BTSS, said employment agreement shall remain in effect in accordance with its terms and City shall so advise the employee in writing prior to hiring the employee.
13. **ASSIGNMENT:** City may not assign this Agreement. BTSS may assign this Agreement to its successor in interests or to a third party acquiring substantially all of its assets or business.
14. **NON DISCLOSURE:** The terms and conditions of this sales agreement are proprietary in nature to the BTSS and are not to be disclosed to other parties outside the organizations of the BTSS and the City. Such disclosure, at the option of the BTSS, may void this agreement. BTSS understands that City is subject to the California Public Records Act (California Government Code Section 6250 et seq.) and will comply with any applicable laws.
15. **SEVERABILITY:** In the event that any provision of this Agreement or any word, phrase, clause, sentence or other provision thereof should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be



modified or deleted in such a manner so as to make this Agreement as modified legal and enforceable to the fullest extent permitted under applicable law.

16. **WHOLE AGREEMENT AND MODIFICATIONS:** This agreement contains all the terms and conditions agreed to between City and BTSS. No employee, representative or agent of BTSS has any authority to bind BTSS to any affirmation, representation, modification or warranty concerning the services or material provided hereunder unless specifically included within this agreement as a written amendment executed by BTSS. This agreement cannot be modified unless both parties agree and a written modification is made.
17. **REMEDIES, ATTORNEY'S FEES AND CONSENT TO JURISDICTION:**
- A. City acknowledges and agrees that in the event of a breach or threatened breach by the City of any of the provisions of Sections 11 and/or 13 of this Agreement, BTSS shall have the right to institute and prosecute proceedings in equity, or in any court of competent jurisdiction, to obtain an injunction to enforce the provisions of such Sections and to pursue any other remedy to which BTSS may be entitled. The City acknowledges that BTSS's remedy at law for any of the City's obligations under such Sections and such other terms of this Agreement as may be applicable will be inadequate, and the City agrees and consents that temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision thereof, without the necessity of proof of actual damage.
 - B. If BTSS seeks a restraining order, an injunction or any form of equitable relief and is awarded or recovers such relief, City agrees to reimburse BTSS for reasonable attorney fees, court costs and other costs and expenses as may be incurred by BTSS in enforcing any of the terms of this Agreement. The parties agree that this is reasonable.
 - C. If BTSS shall obtain a final judgment of a court of competent jurisdiction, subject to no further appeal, pursuant to which City shall be determined to have breached its obligations under this Agreement or made any misrepresentations, City shall be entitled to recover, in addition to any award of damages, reasonable attorneys' fees, court costs and other costs and expenses incurred by BTSS when obtaining such judgment. Any relief awarded under this subsection C shall be in addition to any relief awarded under subsection B.
 - D. If it is judicially determined that City has violated any of its obligations under Section 11, then the Nonsolicitation Period shall be restarted as of the date of



such judicial determination and shall run for a period of two years (2) from that date.

- E. City hereby consents and submits to the exclusive jurisdiction of any local, state or federal court located in the County of Cuyahoga and the State of Ohio for any proceeding against City for any obligation under this Agreement and waives any objection that it may now or hereafter have to venue or to the jurisdiction of any such court in any such action or proceeding or any claim that any such court is an inconvenient forum.
18. **ARBITRATION:** Except for a breach or threatened breach of Paragraphs 11 and/or 13 of this Agreement, any controversy arising under or out of this Agreement shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association as administered through the Cleveland, Ohio office. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, including a federal district court, pursuant to the Federal Arbitration Act. In preparation for the arbitration hearing, each party may utilize all methods of discovery in the manner provided by said rules and/or by the Ohio Arbitration Law. Judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction and enforced with full judicial effect thereafter.
19. **CONSTRUCTION PERMITTED BY LAW:** If the obligation of any covenant of the Employee contained herein is held to be too broad to be enforced, such covenant shall be construed to create an obligation to the full extent permitted by Ohio law.
20. **WAIVER OF BREACH:** The Waiver by BTSS of a breach of any provision of this Agreement by City shall not operate or be construed as a waiver of any subsequent breach by City.
21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, purchase orders, understandings and negotiations, whether oral or written, between the parties hereto with respect to such subject matters. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any action, change, modification or extension is sought.

**22. INSURANCE**

BTSS shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, and damages to property (including computer equipment), theft, or other misuse of Customer's data, infringement of intellectual property, invasion of privacy and breach of data, which may arise from or in connection with the performance of the work hereunder by BTSS, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
2. **Technology Professional Liability Errors and Omissions Insurance (E&O):** appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the BTSS in this agreement and shall include, but not be limited to, claims involving damage to or destruction of electronic information, and alteration of electronic information. The policy shall provide coverage for BTSS's failure to provide professional services and/or products under this Agreement. The Policy shall include, or be endorsed to include, damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of Customer in the care, custody, or control of BTSS.
3. **Workers' Compensation (W/C):** as required by the State of California, with statutory limits, and Employer's Liability insurance with limits of no less than \$1,000,000 per accident, policy, employee, for bodily injury or disease.

If BTSS maintains broader coverage and/or higher limits than the minimums shown above for any line of coverage, Customer requires and shall be entitled to the broader coverage and/or the higher limits maintained by BTSS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Customer.

Other Insurance Provisions

The above required insurance policies are to contain or be endorsed to contain the following provisions:

1. City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds, under BTSS's CGL, and E&O policies, with respect to any liability arising out of work or operations performed by



or on behalf of the BTSS including materials, parts, equipment, and personnel furnished in connection with such work or operations.

2. BTSS's Insurance companies agree to waive all rights of subrogation against City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from work performed by BTSS under this Agreement.
3. For any claims related to this contract, BTSS's insurance coverage shall be primary and any insurance maintained by City of Santa Ana, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
4. Insurance policies required herein shall provide that coverage shall not be canceled, suspended, voided, non-renewed by the carrier, or materially restriction except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
5. Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, **Attention: Risk Management Division**, 20 Civic Center Plaza, 4th Floor, Santa Ana, CA 92701. The name and location of project must be included in the Description of Operations section of each certificate.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Customer. Customer may require BTSS to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best rating of no less than A-:VII, unless otherwise acceptable to Customer.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of the contract.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, BTSS must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

**Verification of Coverage**

BTSS shall furnish Customer with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). Failure to obtain the required documents prior to the work beginning shall not waive BTSS's obligation to provide them. Customer reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

BTSS shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Customer reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Failure to Maintain Insurance Coverage

If BTSS, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, for the entire term of this contract, the same shall be deemed a material breach of Agreement. Customer, at its sole option, may terminate this Agreement at any time and obtain damages from BTSS resulting from said breach.

23. Confidentiality

If BTSS receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, BTSS agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of BTSS disclosed in a publicly available source; (c) is in rightful possession of BTSS without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by BTSS without reference to information disclosed by the City.