

City and County of San Francisco
 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 9

Web presentment and Media conversion

DocuLynx
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Date: **March 22, 2011**
 Term Contract: 93201
 Type: Indefinite quantity
 Purchase order: BPSF-3710
 Buyer: Marc Rosaaen
 Contract amount: **\$1,500,000**

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	9-1-02	8-31-04	indefinite	
1	9-1-04	8-31-05		added Web presentation
2	9-1-05	8-31-06		changes to standard terms
3	9-1-06	8-31-07		
4	9-1-07	8-31-08		changes to standard terms
5	9-1-08	8-31-09	\$1,500,000	price increase, performance bond cancelled
6	9-1-09	2-28-10		
7	3-1-10	8-31-10		
8	9-1-10	3-31-11		changes to standard terms; contract transferred from Anacom to DocuLynx
9	4-1-11	4-30-12		price change; changes to insurance

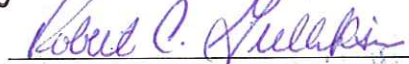
This Modification 9 changes the contract as follows:

- Extends contract through 4-30-12.
- Establishes new prices, per the attached. (1 page)
- Changes the contract's insurance provisions, per the attached. (2 pages)

All other conditions remain the same.

Approved by the City:  for
 Naomi Kelly, Director of OCA and Purchaser

3/25/11
 Date

Approved by Contractor: 
 Robert C. Gullikson, Vice President

4/12/11
 Date

Please sign and return one original. The second original is for your records.

Term contract 93201
Web Presentment and Media Conversion
Pricing, effective 3-1-11

Description	Unit price	Unit
CDR master	\$ 34.65	each
CDR duplicate	86.625	each
CDR post process duplication	115.50	each
CDR pages	0.0116	each
CDR forms overlay	192.50	each
Digital programming - new	86.625	hour
Digital programming - change	86.625	hour
Shipping	0.0144	each
Microfiche originals	1.1979	each
Microfiche original frames	zero	each
Microfiche duplicates	0.1198	each
Microfiche minimum charge	200.00	monthly
Web pages 3211 single ingestion pages		
> 250,000	0.0142	each
> 500,000	0.0116	each
> 1,000,000	0.0096	each
> 2,000,000	0.0082	each
> 3,000,000	0.0068	each
> 5,000,000	0.0055	each
Over 5,000,000	0.0041	each
Web transmission charge (auto)	50.00	monthly
Forms overlay	367.50	each
Web minimum charge	4,200.00	monthly
API charge	105.00	monthly
Web implementation new	262.50	hour
Web implementation change	141.75	hour
Tape storage per page	zero	each
Additional indexing 3211	0.0005	each
Custom development	250.00	hour
Data document conversion, 8.5 x 11, 11 x 14, 11 x 17	0.039	each
> 11 x 17	0.80	each
Data document indexing	0.005	each
Data document preparation	19.25	hour

Term contract 93201
Web Presentment and Media Conversion
Contract modification 9

The contract's insurance provision is being modified to read as follows:

75. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance. Waived. And

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Professional Liability policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.