

EXHIBIT

“ A ”



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DOCUMENT MANAGEMENT SOLUTION

Prepared for: Township of West Orange

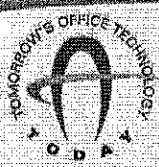
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Document Management Solutions



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OVERVIEW

Atlantic, Tomorrow's Office ("Atlantic") will, on the terms described in this quotation ("Quotation"), provide Township of West Orange ("Client") with a comprehensive, secure and scalable document management solution (the "Solution").

Client seeks to improve operational efficiencies through implementation of a document management system. Such implementation will help reduce paper records and facilitates record workflow and retrieval. Client's current approach, involving storage and retrieval of paper records is labor intensive and inefficient. Accordingly, client seeks new capabilities and to achieve the following objectives:

- Create an efficient and user-friendly process to store documents using multi-function devices
- Enable documents to be associated with search fields (TBD) for quick and easy document retrieval
- Eliminate the effort and expense related to manual storage & retrieval
- Improve document security and access control
- Improve document workflow & efficiency by leveraging the document management system

The solution provides client a reasonably easy to use platform that can enable client to achieve the above objectives. The solution is flexible and capable of growing with an organization.



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PROPOSED SOFTWARE SOLUTION

Please note that the required software media and installation/training services are listed in this proposal as per Atlantic discovery meeting(s)/call(s) with client. If client requires changes to proposed solution, additional software media and installation, configuration, and training services will be proposed via change order. Unless specified in the pricing grid, the solution and professional services included in the solution do not include any configuration of active data exchange between DocuWare and other systems or migration of old files/data into DocuWare from existing systems/windows drive.

Atlantic will configure the DocuWare system as listed in the overview below including deliverable items listed in the pricing table.

1. Users and Usage Rights – appropriate user rights will be agreed upon prior to implementation
2. Virtual File Cabinets (up to 2) – **SAMPLE below**
 - a. Accounts Payable (**SAMPLE**)
3. Index/Search Fields - to be agreed upon prior to implementation – **SAMPLE below**
 - a. Accounts Payable (**SAMPLE**)
 - i. Vendor Name
 - ii. Document Type (Invoice, Packing slip, Purchase Order, etc.)
 - iii. Amount
 - iv. Document Date
 - v. PO#
 - vi. Check #
 - vii. ... More TBD
 - b. TBD (**SAMPLE** above)
4. User Process
 - a. Import files (via scan, drag/drop file on computer, etc.) into DW
 - b. User indexes files into DW file cabinet
 - c. User uses search feature to retrieve documents from virtual file cabinet



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PROPOSED SCANNING SOLUTION

Description of Files

Each Building Department file typically consist of folders containing Permits, Certificates, Applications, Drawings and other supporting documents.

Small Doc Data Entry

Cover Sheets

Use one Bar Code Sheet and Labeled Cover Sheet with the DRS Number printed on it for each file.

Index Fields

DRS #

This field is auto-filled as usual.

Section

Enter no more than 3 Section Numbers per file.

Block

Enter no more then 3 Block Numbers per file.

Lot

Enter no more than 10 Lot Numbers per file.



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Small Doc Prep Instructions

DO shade the seals on the drawings.

DO NOT photocopy any of the folders unless necessary to scan.

Tape Post-It notes to sheet of White Paper.

DO NOT DISCARD ANYTHING. As a general rule, attach one of the tear off sections from the Bar Code Coversheet to any item that is removed from the file (badly ripped originals, photos, disks, file folders, etc...) and place at the end of the box in one pile with a DO NOT SCAN coversheet on it. See the following for more specific instructions.

For NCR forms that are STILL ATTACHED, Remove and place in the DO NOT SCAN section of the box. You do not have to attach one of the LDS number tear off sheets to them.

Materials that cannot be scanned, such as floppy disks, CDs, videotapes, vender samples, etc. should be photocopied and placed in the DO NOT SCAN section of the box.

All un-deposited checks should be returned to the City. TBD if any checks will be scanned (deposited or un-deposited) due to confidential personal information being exposed to Public Records.

Photocopy Photographs for scanning and place original in the DO NOT SCAN section of the box with one of the LDS number tear off sections.

Ripped documents should be repaired or photocopied, if photocopied place original in the DO NOT SCAN section of the box, you do not have to attach one of the LDS number tear off sheets to them.

Any unopened certified letters found in the files will be returned to the client.

Order of Documents:

Barcode Sheet

Labeled Cover Sheet

Documents as they are



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Small Doc Scanning Instructions

Standard Small Doc scan instructions. Scan at 240 dpi as a black and white tiff.

Re-Packing

Files are to be placed back into their original folders with the LDS Barcode and Labeled Cover

Large Doc Index Fields

LDS

Enter the LDS Number for the Drawing.

Section

Enter no more than 3 Section Numbers per file.

Block

Enter no more than 3 Block Numbers per file.

Lot

Enter no more than 10 Lot Numbers per file.

Drawing Title

Enter full description in the Title Block of the Drawing

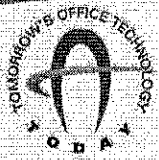
Large Doc Prep Instructions

Shade all raised seals.

Large Doc Scanning Instructions

Standard Large Doc/Drawings scanning instructions. Scan at 300 dpi as a black and white tiff.

The drawings need to be folded back up so that they can be inserted back into the original folder.



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Large Doc Quality Control Instructions

Each drawing will be scanned to the best of the scanners ability. If there are any rips, lines, or any other flaws on the drawing the scanner will make a note of it within the QC Comments.

None of the drawings will be cropped, de-skewed or de-speckled. Client will receive the drawings scanned as is.



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TRAINING

Atlantic takes pride in the solutions we offer and therefore endeavor to ensure of their continued success. Accordingly, as part of every solution deployment, reasonable training is provided to users, regardless of their role in using the application (IT, Administration, Scan/Store and View).

SUPPORT

Client will be provided with a support contract to allow client to contact Atlantic in order to remedy issues with the DocuWare solution. Support is provided M-F 9am-5pm EST via telephone and remote access. With an active support contract, client will be eligible to receive upgrade media as defined by DocuWare.

INCORPORATED TERMS

Client acknowledges the Solution, DocuWare and Atlantic's services hereunder are subject to the provisions of the applicable End User License Agreement ("EULA"). Customer, having read and understood the EULA, agrees to be bound by and comply with the provision of the EULA. Customer further acknowledges and agrees that Atlantic shall be considered a party to the EULA, and any performance hereunder shall be subject to the terms thereof.

HARDWARE/SERVER REQUIREMENTS

Client will provide remote access to a server (physical or a virtual server added to existing infrastructure) that meets the minimum requirements for the DMS systems core server. To facilitate engineer access, Atlantic uses a lightweight Kaseya agent for remote access to the server. This helps expedite your configuration phase and provides the implementation engineer the ability to make quick configuration changes during user testing. If an alternate method of remote access is required and Kaseya may not be used, an \$875 surcharge will be issued and allotted for additional time required to complete configuration.



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IMPLEMENTATION AGENDA

1. **Kick off/Discovery session**– This is the first step to implementing your document management solution. For this session you should invite the team members who are most familiar with the documents and process surrounding your first department roll-out. For example, if the document management system will first be rolled out to AP, invite the key team members from the AP department! During this meeting, information will be gathered by Atlantic regarding your documents and processes. The information taken will be compiled into notes and diagrams to lay the ground work for the specification document. During this meeting, we will also ask that you designate the main internal contact(s) who should be included on project update correspondence and who will address questions going forward. Additionally, the IT contact is identified so Atlantic may begin the process of getting virtual access to the server that will be used to host your DocuWare solution.
2. **Workflow review session(s)** – During these sessions (typically two) the notes and diagrams compiled from the discovery meeting are presented so we may identify any necessary changes to the proposed document management solution configuration. This is a great time to address remaining open questions regarding how the system will handle the documents and workflows specific to your process. When complete, the final specification document will be signed and approved by your team as acceptable to be used by the Atlantic engineers to configure your solution.
3. **Server accessibility** – By now, Atlantic should have virtual access to the server that will be used to host your DocuWare solution. When turned over to Atlantic, server access and compatibility will be confirmed. After this access is available, you can expect to be up and running with your DocuWare solution in 4-6 weeks. This time is used to engineer the system, complete testing, complete a beta demo to end users, and define a training and go-live timeline.
4. **Beta system review session(s)** – After initial configuration of the system is complete, the beta demo is a presentation of the configured solution to your key team members. During this session, Atlantic will walk through the system and use cases as they relate to the agreed upon specification. This is the time to identify final tweaks and adjustments to finalize the configuration so beta end users may begin using the system.
5. **Beta go-live & go-live** – After final configuration of the system is complete, the beta users receive virtual training and begin using the system to identify additional system tweaks that may be needed before full go-live. Once final changes are complete, all users will be trained and the full go-live will follow.



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INVESTMENT

Please note: All payments listed below are subject to sales tax – monthly options are all \$1 buyout leases (you own at end)

Software

Recommended Minimum Solution Components (Document Storage, Retrieval, & Archiving)	
Description	QTY
DocuWare Professional Server - Core server software	1
DocuWare Client License - Concurrent user access license (allows unlimited user names) – A concurrent license may also be allocated to <u>four</u> dedicated “always-on” named users	4 concurrent or 16 named
DocuWare Smart Connect – Search for documents in DW by pressing button placed in external windows application(s) – *user must be logged in	1
DocuWare Email/Attachment Capture – Bypass scanning/saving and route emailed files from designated email addresses directly to DocuWare ex. invoices emailed to invoices@yourwebaddress.com – consumes 1 named (.5 concurrent) license	1
DocuWare Task Manager - Manage document workflow and email notifications	1
Configuration & Training (2 Virtual File Cabinets + incl. 1 workflow process flow ex. AP) up to 65 hours 1. Creation of virtual file cabinet specification 2. Build/configuration of solution as per agreed upon specification 3. Beta go-live, support, and feedback process with beta users 4. System refinement as per beta go-live 5. Go-live support	1
1 Payment Purchase - Includes support through year 1 = \$43,935 Or 36 monthly payments - Includes support through year 3 = \$1860/month Or 48 monthly payments - Includes support through year 4 = \$1605/month Or 60 monthly payments - Includes support through year 5 = \$1465/month	

Optional Additional User License(s)			OR Monthly Options (you own at end)		
Concurrent user access license (allows unlimited user names) – A concurrent license may also be allocated to four dedicated “always-on” named users (ex. An organization with 100 users will never require greater than 25 licenses)			Includes M&S		
Description	QTY	Purchase option incl. M&S	36mo.	48mo.	60mo.
DocuWare Client License (1 concurrent/4 named)	1	\$2,475	\$110	\$100	\$90



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Scanning

Service	Price
Imaging – includes document preparation, scanning, quality control, naming/indexing, and electronic file delivery	\$1.30/drawing
	\$0.09/image small format (11x17 or smaller)
	\$0.008/image Folder Indexing for Small Doc (Block, Lot & Section)
	\$0.68/drawing Indexing Block, Lot, Section & Drawing Title
	\$0.03/image Document Prep/Re-Pack



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Archival Pricing/Services



Total Records
Information Management

Based on our review of the current on-site Record Storage situation at the Township of West Orange, we have prepared a cost summary to perform the following options to transition to off-site storage;

1. Assist in the indexing and packing of information to be transitioned to Total Records Information Management's off-site storage facility.
2. Provide on-site shredding bins for all items that can be shredded.
3. Pickup and shelving of all items picked up for the Township of West Essex.

Based on the scope of services we provide the following estimate cost analysis;

- The hourly labor charge to assist in the indexing and boxing of materials at customers site is \$39.00 per hour. The amount of time is dependent on a number of factors including detail of indexing, organization of information to be boxed, etc.
- The cost to deliver, pickup, shred and provide an affidavit of destruction is \$59.00 per toter.
- We estimate that the total cubic footage of the item we looked at during our site visit is approximately 4,000 cubic feet. Based on the rates provided, the annual storage cost will be approximately \$9,500.
- If the customer does all the indexing and boxing, the approximate cost to pick up (and place on shelving at our facility), 4,000 cubic feet of storage (based on a one-time price reduction), will be \$16,000 (\$4.00 per cubic foot).



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Archival Pricing/Services

	<u>Price</u>	<u>Per</u>
<u>Storage</u>		
Container Storage	\$0.199	cf (1)
Data Vault Storage	\$20.00	storage case
<u>Warehouse Services</u>		
Container Filing, Refiling & Retrieval (standard)	\$2.25	cf
Container Filing, Refiling & Retrieval (rush)	\$2.75	cf
Filefolder Filing, Refiling & Retrieval (standard)	\$2.50	file
Filefolder Filing, Refiling & Retrieval (rush)	\$2.75	file
Container Shredding	\$3.95	cf, plus retrieval
Container Recycling	\$2.25	cf, plus retrieval
Filefolder Shredding	\$1.45	file, plus retrieval
Filefolder Recycling	\$1.05	file, plus retrieval
Permanent Removal	\$3.95	cf, plus retrieval
Container Data Entry	\$4.00	container
Filefolder Data Entry	\$4.55	file
Unsuccessful Filefolder Search	\$5.95	search
Special Labor	\$34.00	hour
Interfile	\$3.95	interfile
<u>Miscellaneous</u>		
Archive Container	\$3.95	container (4)
Transfile Container	\$4.95	container (4)
Waiting Time	\$15.00	15 minutes, 15 minutes incl
Reference Inquiry	\$0.00	no charge
On-line Access	\$0.00	no charge
Bar Code Labels	\$0.00	no charge
Administrative Fee	\$0.00	no charge
Photocopies	\$0.25	page
Facsimile	\$0.25	page, 10 page minimum
Scan-on-Demand	\$0.25	page, \$25.00 minimum
Toter Destruction - 96 gallon	\$59.00	console
Console Destruction	\$19.00	console, 3 item min
Data Vault Storage Case Refiling & Retrieval	\$5.00	storage case
<u>Transportation</u>	<u>Price</u>	<u>Per</u>
Next Day Delivery/Pickup - West Orange NJ (Base Charge)	\$25.95	trip
Per Item	\$2.45	cf/filefolder
Call by 5:00 pm for delivery/pickup next business day by 5:00 pm (3)		
Next Day AM Delivery/Pickup - West Orange NJ (Base Charge)	\$32.95	trip
Per Item	\$2.45	cf/filefolder
Call by 5:00 pm for delivery/pickup next business day by 11:30 am (3)		
Same Day Delivery/Pickup - West Orange NJ (Base Charge)	\$34.95	trip
Per Item	\$2.25	cf/filefolder
Call by 10:00 am for delivery/pickup same business day by 5:00 pm (3)		



Document Management Solution

Archival Pricing/Services

	<u>Price</u>	<u>Per</u>
Rush Delivery/Pickup – West Orange NJ (Base Charge)	\$49.95	trip
Per Item	\$2.75	cf/filefolder
Call by 2:00 pm for delivery/pickup for same business day by 5:00 pm (3)		
After Hours Delivery/Pickup – West Orange NJ (Base Charge)	\$99.95	trip
Per Item	\$2.75	cf/filefolder
Call after 3:00 pm for delivery/pickup within five hours		

- (1) An archive container is 1.2 cubic feet and transfile container is 3.6 cubic feet
- (2) All other container sizes shall be priced accordingly
- (3) Monday through Friday, excluding holidays
- (4) Plus \$.40 per container, subject to a \$30.00 delivery minimum

Any services not included shall be priced separately



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ANNUAL SUPPORT

Please note: Support cost are **included through payment term selected (up to 5 years) and are subject to 5% yearly escalation. Actual amount of first bill will be reflective of payment term selected and 5% yearly escalation from purchase*

*Minimum solution components support = \$5810**

*Optional additional user license support (1 concurrent/4 named) = \$495**

PAYMENT TERMS

Invoice terms: due in full net 30

Scanning:

Progress billing as work is completed. 20% shall be required upon sign-off based on anticipated volume

Software:

50% Invoiced upon sign-off

50% Invoiced upon DocuWare license installation on client server

If solution is leased (you own at end), client agrees to complete delivery and acceptance document upon DocuWare license installation on client server. Final configuration/training will proceed after this sign-off is received.

To facilitate engineer access, Atlantic uses a lightweight Kaseya agent for remote access to the server. This helps expedite your configuration phase and provides the implementation engineer the ability to make quick configuration changes during user testing. If an alternate method of remote access is required and Kaseya may not be used, an \$875 surcharge will be issued and allotted for additional time required to complete configuration.

Archival Pricing/Services

These services will be billed directly by Total Records Information Management



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CLIENT ACCEPTANCE

By signing of this proposal, an authorized representative of Customer engages Atlantic to implement the Solution in accordance with the terms hereof.

Agreed to on behalf of:

Township of West Orange

Facsimile Communications Industries, Inc.
D/B/A Atlantic, Tomorrow's Office

Signature

Signature

Name

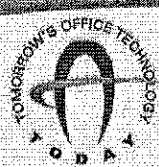
Name

Title

Title

Date

Date



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TERMS AND CONDITIONS

The Agreement contains the Terms and Conditions governing the engagement between Atlantic, Tomorrow's Office (ATO) and Client.

This Agreement contains the whole of the agreement between the parties and there are no other representations, warranties or agreements, except as contained herein. This Agreement shall not be amended or altered, except by a written instrument duly executed by the parties.

This Agreement is effective upon receipt and acceptance of Client of the engagement ("Effective Date").

1.0 PRICING AND PAYMENT TERMS

1.1 Services shall be billed and due based on the agreed upon terms set forth in the Agreement. For any services or other performance for which a specific payment term is not specified, payment is due within thirty (30) days of the applicable invoice date. Prices do not include and, the Client shall be liable for all taxes, duties, fees, or other charges of any nature imposed by any government authority.

1.2 In addition to the Services, the Client agrees to pay any reasonable travel, lodging, meal, overnight mail, faxes, copy or any other related out-of-pocket expenses as outlined in the agreement.

1.3 Client agrees to pay all charges arising hereunder as and when due. Should Client default on its payment obligations, ATO shall have the right, without notice to Client, to do any or all of the following: (i) withhold performance hereunder until a reasonable time after all defaults have been cured, (ii) commence collection activities for all sums due or to become due hereunder, including, but not limited to, costs and expenses of collection, and reasonable attorney's fees, (iii) terminate this Quotation, and/or (iv) pursue any other remedies permitted hereunder, at law or in equity. Finance charges in the amount of 1.5% per month will be assessed on all past due balances. ATO's rights and remedies hereunder are cumulative and not exclusive of any other available rights and/or remedies. Upon termination of this Agreement the Client shall have 15 days from ATO's last invoice to pay any amounts due and payable to ATO, and any amount due from the Client to ATO shall survive termination.

1.5 Client-based Delays. In the event Company's performance of its obligations hereunder is, in Company's reasonable judgment, impeded, prevented or otherwise delayed due to Customer's acts or omissions (including, Customer's failure to discharge its obligations and/or responsibilities hereunder), any remaining milestones shall be deemed achieved (for the purpose of triggering Customer's payment obligations), and associated payment obligations shall be accelerated.

2.0 LIMITED LIABILITY AND WARRANTY

2.1 ATO represents and warrants that Services will be performed in a workmanlike manner. ATO's sole liability and the Client's sole remedy for any failure of ATO to provide Services are for ATO to use commercially reasonable efforts to fix or resolve material Incidents. An "Incident" is defined as a problem caused by an incorrect operation by ATO of the unmodified computer code in the relevant Software or Hardware provided by ATO.

2.2 EXCEPT AS PROVIDED IN THE PROVISIONS OF THIS AGREEMENT, ATO MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS TO ANY PERSON OR ENTITY WITH REGARD TO ITS PERFORMANCE HEREUNDER, OTHER THAN AS EXPRESSLY SET FORTH HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ATO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERRUPTION, NON-INFRINGEMENT, CORRECTNESS AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SERVICES PROVIDED ARE ON A COMMERCIAL REASONABLE EFFORTS BASIS, AND ATO DOES NOT WARRANT THAT IT WILL BE CAPABLE OF CORRECTING ALL REPORTED ERRORS OR DEFECTS OF COVERED PRODUCTS, SYSTEMS, ETC., OR THAT THE SAME WILL FUNCTION



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WITHOUT ERRORS. NO AGENT OR EMPLOYEE OF ATO IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES.

2.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ATO OR ITS OFFICERS, DIRECTORS, SUPPLIERS, LICENSORS, AGENTS, ASSIGNEES OR REPRESENTATIVES BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, LOSS OF GOODWILL, LOSS OF, DAMAGE TO OR CORRUPTION OF, DATA OR OTHER LOSS OF SYSTEM USE, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.3 The total cumulative liability of ATO, on all claims of any kinds, whether in these Terms and Conditions or otherwise arising out of or relating to the subject matter hereof, shall not exceed Client's actual payments to ATO from the Effective Date to the claim date related to the product or service from which such claim arose.

2.4 ATO shall not be liable for (nor deemed to be in breach or default of its obligations hereunder) for failure to perform its obligations hereunder for any period during which such performance is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to: acts of God, fire, terrorism, war, epidemics, material shortages, acts or omissions by the Client or the Client's suppliers or agents or any act or omission by any governmental authority, strikes, labor disputes, transportation shortages or vendor non-performance. For avoidance of doubt: (a) ATO is not liable for and is not required to perform Services with respect to problems caused by third party products or any Software that has been altered or modified by anyone other than ATO; and (b) ATO shall not be responsible for any delay on the part of the Client to provide information and/or approvals.

3.0 ACCESS

3.1 To the extent necessary, the Client shall at its sole cost and expense provide ATO remote access or physical access to the site and any other facility as reasonably requested.

4.0 SURVIVAL AND NON TRANSFER

4.1 Any and all provisions or obligations contained within this Agreement or its attachments will survive termination and will remain binding to all parties and its successors or mergers relating to confidentiality and protection of ATO's intellectual property.

4.2 Any and all provision or obligation contained within this Agreement or its attachments will survive any transfer of ownership or either party with includes but is not limited to acquisition, name change, merger and amalgamation.

4.3 The Client may not transfer the Agreement and benefits hereunder to another entity without the written consent of ATO, and any attempted transfer or assignment will be void.

5.0 INDEPENDENT CONTRACTOR

5.1 The parties acknowledge and agree that ATO is an independent contractor and not an employee, agent or joint venture of the Client.

5.2 Client acknowledges that ATO is involved in a highly strategic and competitive services business which is largely personnel drive. Client further acknowledges that Client's hiring of ATO's personnel would deprive ATO of substantial benefits. Accordingly, Client shall not, without the prior written consent of ATO, directly or indirectly solicit for employment or hire ATO personnel during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement.



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6.0 CONFIDENTIALITY

6.1 During the course of the engagement, participating Client and ATO personnel may be exposed to confidential proprietary or personal information, respective to each business. The Client and ATO agree that all such information will be securely handled and kept in the strictest confidence.

7.0 GENERAL

7.1 In the event that any provision of this Agreement shall be invalid, such provision shall be severable from the remainder of the Agreement, and the remainder of the Agreement shall be considered to be valid and binding upon each party, with such invalid provision.

7.2 This Terms and Conditions represent the entire Agreement between parties, and no modifications, amendments or wavier shall be binding on either party unless agreed to in writing by the parties. This Agreement is governed by New York law with exclusive venue in New York County, New York.