



JOHN H. STROGER, JR., PRESIDENT  
BOARD OF COUNTY COMMISSIONERS

RAYMOND C. ROBIN  
PURCHASING AGENT

COUNTY OF COOK  
**OFFICE OF THE PURCHASING AGENT**

118 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60602  
(312) 603-5370

June 4, 2003

Optical Image Technologies, Inc.  
3006 Research Drive  
State College, PA 16801  
Attn: Scott Buchart

Ref: Contract No. 03-42-465

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script that reads "Raymond C. Robin".

Raymond C. Robin  
Purchasing Agent

RR/mw

Enclosure

cc: Mike Shine



Printed on Recycled Paper

**CONTRACT FOR SERVICE**

**DOCUMENT NO. 03-42-465**



**SYSTEM, DOCUMENT IMAGING  
FOR  
COOK COUNTY TREASURER'S OFFICE**

**WITH: OPTICAL IMAGE TECHNOLOGY, INC.**

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
JOHN H. STROGER, JR., PRESIDENT**

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAY 20 2003

COM \_\_\_\_\_

**ISSUED BY THE  
OFFICE OF THE PURCHASING AGENT**

1119

25340050  
REQ# 3060013

042303

*Gary Standige*  
5/1/03

CONTRACT FOR SERVICE  
PART I  
AGREEMENT

This CONTRACT, is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and OPTICAL IMAGING TECHNOLOGY, INC., hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on NOVEMBER 19, 2002 as evidenced by the Board authorization letter attached hereto as EXHIBIT "A".

WHEREAS, the County is responsible for procuring services for COOK COUNTY TREASURE'S OFFICE hereinafter the "Using Department";

WHEREAS, the Using Department requires the following services: SYSTEM DOCUMENT IMAGING.

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be in effect for TWELVE (12) MONTHS after proper execution of the Contract by the County.

III. PAYMENT

All charges shall not exceed the amount of \$1,350,000.00 and shall be paid in accordance with Exhibit "A." Invoices in triplicate on County Invoice Form 29A shall be, submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-02, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. Exhibit "B"

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

CONTRACT FOR SERVICE  
PART II  
GENERAL CONDITIONS  
INDEX

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-01	Indemnification	GC-1
GC-02	Subcontracting or Assignment of Contract or Contract Funds	GC-1
GC-03	Independent Contractor Status	GC-1
GC-04	Materials Inspection and Responsibility	GC-1
GC-05	Insurance	GC-2
GC-06	Taxes	GC-2
GC-07	Price Reduction	GC-2
GC-08	Contractor Credits	GC-2
GC-09	Disputes	GC-2
GC-10	Default	GC-2
GC-11	County's Remedies	GC-3
GC-12	Contractor's Remedies	GC-3
GC-13	Delays	GC-3
GC-14	Modifications and Amendments	GC-4
GC-15	Personnel	GC-4
GC-16	Patents, Copyrights and Licenses	GC-4
GC-17	Confidentiality and Ownership of Documents	GC-5
GC-18	Audit; Examination of Records	GC-5
GC-19	Compliance with Laws	GC-5
GC-20	Conduct of the Contractor	GC-6
GC-21	Accident Reports	GC-6
GC-22	Use of Premises	GC-6
GC-23	General Notice	GC-6
GC-24	Termination for Convenience	GC-7
GC-25	Guarantees and Warranties	GC-7
GC-26	Standard of Materials	GC-7
GC-27	Delivery	GC-7
GC-28	Quantities	GC-7
GC-29	Governing Law	GC-8
GC-30	Waiver	GC-8
GC-31	Entire Contract	GC-8
GC-32	Force Majeure	GC-8
GC-33	Contract Interpretation	GC-8
GC-34	Minority and Women Business Enterprises	GC-8
GC-35	Year 2000 Compliance Warranty	GC-10

CONTRACT FOR SERVICE  
PART II  
GENERAL CONDITIONS

**GC-01 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent ("Purchasing Agent"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify in its proposal any and all contractors and subcontractors he intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County. The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee ("Director") while on any County property and shall abide by all security regulations imposed by the County.

**GC-03 INDEPENDENT CONTRACTOR STATUS**

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agent and representatives shall in no event as a result of the Contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

**GC-04 MATERIALS INSPECTION AND RESPONSIBILITY**

The County shall have a right to inspect any materials used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed work furnished under this Contract. Materials or completed work not complying herewith may be rejected by the Purchasing Agent and shall be replaced and/or reperformed by the Contractor at no cost to the County. Any materials rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such materials have been rejected.

#### GC-05 INSURANCE

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract. Such insurance shall include, but not be limited to, Workers' Compensation and Employer's Liability, Auto Liability, Professional Liability and Commercial General Liability, including broad form Contractual and Product Liability. The provision of this paragraph shall not be deemed to limit the liability of Contractor hereunder or to limit any rights that Contractor or County may otherwise have.

#### GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-01.

#### GC-07 PRICE REDUCTION

The County is to be considered a most favored customer of the Contractor. If any time during the term of the Contract any other customer of Contractor is given a lower price than that charged to the County on any materials or services similar in scope, size, contractual requirements and function to those provided herein, the County will be entitled to that price. If at any time after the date of submission of Contractor's proposal, Contractor makes a general price reduction in the price of any goods and services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

#### GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, (the "credits") such credits belong to the County and not the Using Department or any other County department. Contractor shall report any such credits to the Purchasing Agent.

#### GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

#### GC-10 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has

failed to cure such breach within ten (10) days after written notice is given to Contractor by the County, setting forth the nature of such breach.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

#### **GC-11 COUNTY'S REMEDIES**

Following notice of a material breach or notice of default to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach or noncompliance which is the subject matter of the notice. If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract provided, however, that County shall give Contractor five (5) days prior written notice of termination.

In the event of termination, the County reserves the right to elect to continue using the Contractor's services in whole or in part for the period of time necessary to allow the County to obtain and implement replacement services. During such transition period all terms and conditions of the Contract shall be in full force and effect. The County may elect to continue using Contractor's existing services in full; increase monitoring and oversight of Contractor's operations; or substitute the County's designees for the Contractor's personnel utilizing Contractor's facilities pending the implementation of replacement services. Any payments due Contractor will be prorated based on the services Contractor is then providing. Contractor will agree to cooperate with the implementation of the replacement services should the County so request. After the County has secured replacement services and such services are operational, the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

In addition, the County shall have the right to pursue all remedies in law or equity.

#### **GC-12 CONTRACTOR'S REMEDIES**

If the County has been notified of default and fails to remedy a material breach during the ninety (90) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination. In the event of termination the County shall be given the right to continue using the Contractor's services in full for a reasonable period of time until the County shall have replaced such services. Contractor will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of the Contract shall remain in full force and effect. After replacement services have been secured and are operational the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

#### **GC-13 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

#### GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$10,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$10,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable.

The Director may, by written order, make changes with respect to the times of delivery and the places of performance thereof. Any such change shall not cause an increase or decrease the Contract price or the time required for Contract performance.

#### GC-15 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

#### GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right. Where applicable, the County shall notify Contractor in writing of any such suit or proceeding or significant threat thereof and hereby agrees to give Contractor information and reasonable assistance for the defense. In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the specifications of this Contract.

#### GC-17 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports that are beyond the scope of the Contract, utilizing data derived from information or data obtained from the County without the prior written approval of the County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to the County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of services under this Contract (the "Documents") shall be the property of the County. It shall be a breach of this Contract for the Contractor to reproduce or use, any Documents, or product obtained from the County, for its own purposes or for that of any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the Documents while they are in his possession, and any such Document lost or damaged shall be restored at the expense of the Contractor. Full access to the Contractor's work during the preparation of the Documents shall be available to the County and other interested public agencies. In the event Contractor utilizes any of his own proprietary or confidential information in whatever form, in the performance of duties under this Contract, it must be clearly marked as such.

#### GC-18 AUDIT, EXAMINATION OF RECORDS

The Contractor agrees that the County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision that the subcontractor agrees that the County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

#### GC-19 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certification attached hereto and incorporated herein. Assurance of compliance

with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**GC-20 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Contractor is doing business or proposing to do business, under the Contract. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

**GC-21 ACCIDENT REPORTS**

The Purchasing Agent and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report, if obtainable.

**GC-22 USE OF PREMISES**

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of his employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

**GC-23 GENERAL NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

PURCHASING AGENT  
County of Cook  
Room 1018 County Building  
118 North Clark Street  
Chicago, Illinois 60602  
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its proposal or as otherwise indicated in writing to County.

#### GC-24 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. If the Contract is terminated by the County, the Contractor shall deliver to the County all finished or unfinished Documents prepared by the Contractor under this Contract and these shall be and become the property of the County. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/materials actually performed/supplied by the Contractor to the date of termination. Such payment made to the Contractor shall be in full settlement for services rendered under this Contract.

#### GC-25 GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the materials or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar materials or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

#### GC-26 STANDARD OF MATERIALS

In the event materials are supplied for purposes of this Contract, then only new, originally manufactured materials will be accepted by the County. The County will not accept any materials that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Materials not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

#### GC-27 DELIVERY

All materials shipped to the County shall be shipped F.O.B. designated location, County of Cook, Illinois. If delivery is made by truck, arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials. Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of material delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County.

#### GC-28 QUANTITIES

The quantities of services and/or materials required for the performance of the Contract are estimates for the purpose of determining an approximate total contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities

as are from time to time ordered, delivered, and accepted on purchase orders issued by the Office of the Purchasing Agent.

**GC-29 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**GC-30 WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

**GC-31 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**GC-32 FORCE MAJEURE**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**GC-33 CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this contract, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn therefrom. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

**GC-34 MINORITY AND WOMEN BUSINESS ENTERPRISES**

**COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County

Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

- B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

## II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

### A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

### B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

### C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

## III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

**IV. REPORTING/RECORD-KEEPING REQUIREMENTS**

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

**V. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

**GC-35 YEAR 2000 COMPLIANCE WARRANTY**

This General Condition shall apply to all procurements of computerized equipment, computer hardware, software and related ancillary devices and any professional consulting services related thereto.

Contractor warrants fault-free performance and fault-free result in the processing date and date-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Contractor warrants the Year 2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. The County, at its sole option, may require Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.

Contractor's warranty apply to products provided by the Contractor, its sub-contractor(s) or any third party(s) involved in the creation of the products to be delivered to the County under this Contract.

Contractor's warranty is separate and distinct from any other warranty specified in this Contract, and is not subject to any disclaimer of warranty or limitation of the Contractor's liability which may be specified in this Contract, its exhibits, attachments, schedules, or any document incorporated in this Contract by reference.

In the event of any hardware or software program failure related to time and date related codes and internal sub-routines that impede the hardware or software programs from operating beyond the millennium date change (Year 2000), Contractor shall immediately make all required corrections to restore the hardware, software and firmware programs to the same level of functionality as warranted herein at no charge to the County, and without interruption to the ongoing business of the County, time being of the essence. In the event Contractor fails to cure any such hardware or software failure, the County shall have the right to pursue all remedies at law or in equity and those remedies expressly set forth within this Contract including, but not limited to, its right to terminate for default. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Contract with respect to defects other than Year 2000 performance.

**END OF SECTION**

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 03-42-465 for SYSTEM, DOCUMENT IMAGING for the COOK COUNTY TREASURE'S OFFICE as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	SYSTEM, DOCUMENT IMAGING AS PER EXHIBIT "B" HEREIN.
			<u>\$1,076,779.00/JOB</u>
			<u>\$1,076,779.00/TOTAL</u>
2.	JOB	1	SYSTEM, DOCUMENT MANAGEMENT. AS PER EXHIBIT "B" HEREIN
			\$273,221.00/JOB
			\$273,221.00/TOTAL
<b>GRAND TOTAL</b>			
<b>NOT TO EXCEED:</b>			<u><b>\$1,350,000.00</b></u>

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: DECEMBER 1, 2002 THROUGH NOVEMBER 30, 2003

EXHIBIT "A"



HTJ  
**Maria Papp**  
**Cook County Treasurer**

November 4, 2002

Honorable John H. Stroger, Jr., President  
and Cook County Board of Commissioners  
118 N. Clark, Street, Room 537  
Chicago, Illinois 60602

AMENDED

**Re: Sole Source Contract**  
**Board Meeting: November 19, 2002**

Dear President Stroger and Board of Commissioners:

The Treasurer's Office is requesting authorization to enter into a contract with Optical Image Technology to provide a Document Management System (Imaging).

The Office has completed a Request for Proposal (RFP) for a Document Management System (Imaging) to begin in fiscal year 2003. The office solicited responses from sixteen (16) vendors, resulting in four (4) responses. Our staff has met with all vendors and reviewed all their responses. Based on this review we have selected Optical Image Technology because they met all the imaging requirements of the Treasurer's Office.

The Office evaluated Optical Image Technology based on various criteria including, but not limited to:

- "State of the Art" technology to streamline the workflow process and consolidate forms.
- Provide electronic movement of information between workstations and provide an electronic signature system.
- Developing a user-friendly system.
- Open architecture software.
- Easy to maintain upgrade.
- The ability to archive.
- The ability for cold storage.
- A system that is supported twenty-four (24) hours a day, seven (7) days a week.

Estimated Fiscal Impact: \$1,350,000.00

Appropriation Account: 060 - 579 30600011 (

534 - 579 25340050

Contract Period: December 1, 2002 to November 30, 2003

Sincerely,

  
Daniel R. Degnan  
Chief Financial Officer

APPROVED BY BOARD  
COUNTY COMMISSIONERS

NOV 19 2002

COM \_\_\_\_\_

CONTRACTS continued

ITEM #54

APPROVED

Transmitting a Communication from

MICHAEL F. SHEAHAN, Sheriff of Cook County  
by  
JOSEPH MURPHY, Deputy Director, Chicago HIDTA

requesting authorization for the Purchasing Agent to enter into a contract with James O'Sullivan, Inc., Palos Heights, Illinois, to provide professional consulting services in the areas of purchasing, budgeting, payroll and finance.

Reason: As a result of his thirty-five (35) years of City and County government service, Mr. O Sullivan has extensive knowledge and background that will enhance the ultimate success of the HIDTA grant.

Estimated Fiscal Impact: None. Grant funded amount: \$45,000.00. Contract period: December 1, 2002 through November 30, 2003. (655-260 Account). Requisition No. 36550302.

\* \* \* \* \*

ITEM #55

APPROVED

Transmitting a Communication from

DANIEL R. DEGNAN, Chief Financial Officer, Treasurer's Office

requesting authorization for the Purchasing Agent to enter into a contract with Optical Image Technology, State College, Pennsylvania, to provide a Document Management System (Imaging).

Reason: The office has completed a Request for Proposal (RFP) for a Document Management System (Imaging) to begin in fiscal year 2003. The office solicited responses from sixteen (16) vendors, resulting in four (4) responses. The Treasurer's Office staff have met with all vendors and reviewed all their responses. Based on this review the Treasurer's Office has selected Optical Image Technology because they met all the imaging requirements.

The office evaluated Optical Image Technology based on various criteria including, but not limited to:

- State of the Art technology to streamline the workflow process and consolidate forms.
- Provide electronic movement of information between workstations and provide an electronic signature system.
- Developing a user-friendly system.
- Open architecture software.
- Easy to maintain upgrade.
- The ability to archive.
- The ability for cold storage.
- A system that is supported twenty-four (24) hours a day, seven (7) days a week.

Estimated Fiscal Impact: \$1,350,000.00 (\$273,221.00 (\*717/060-579 Account); and \$1,076,779.00 (534-579 Account)). Contract period: December 1, 2002 through November 30, 2003. Requisition Nos. 30600011 and 25340050.

CONTRACT NO. 03-45-465

EXHIBIT "B"

**PART I**  
**CONTRACT**  
**BETWEEN THE COUNTY OF COOK, ILLINOIS,**  
**AND OPTICAL IMAGE TECHNOLOGY, INC.**

RECEIVED  
OFFICE OF THE  
PURCHASING AGENT  
03 APR 18 PM 3:48

**PART ONE**

This **CONTRACT** ("**Contract**") made and entered into by and between the County of Cook, Illinois, a body politic and corporate ("**County**") through its Cook County Board of Commissioners ("**Board**") on behalf of its Cook County Treasurer Maria Pappas ("**Treasurer**") and the Optical Image Technology, Inc., a wholly owned subsidiary of FBC Computer Systems, Inc., a Pennsylvania corporation, with its principal place of business at 3006 Research Drive, State College, Pennsylvania 16801 ("**OIT**" or "**Contractor**"), pursuant to authorization of the Board on April 15, 2003, as evidenced by the Board authorization letter attached hereto as Exhibit A.

**WHEREAS**, the County is responsible for procuring goods and services for the Treasurer;

**WHEREAS**, the County wishes to purchase for the Treasurer the following goods and services: certain software, hardware, and services including, but not limited to, imaging software products, software and hardware installation and implementation services, training, maintenance and support services, and professional consulting services (collectively referred to as the "**System**");

**WHEREAS**, OIT is able and willing to provide such goods and services as required by the Treasurer upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein; and

**NOW THEREFORE**, in consideration of the premises and mutual undertakings herein set forth, the parties agree as follows:

**I. RECITALS**

The above recitals are incorporated into this Contract as if fully set forth herein.

**II. STATEMENT OF WORK**

OIT shall timely provide the System and all related services in accordance with the terms set forth in Part II, General Conditions, and Exhibit B, Statement of Work, attached to this Contract.

**III. TERM**

The Contract shall commence on the date that the Cook County Board of Commissioners authorizes execution of this Agreement (the "**Effective Date**") and shall continue for five (5)

years thereafter or until all obligations as set forth in this Agreement are complete, whichever is longer.

#### **IV. COMPENSATION AND PAYMENT TERMS**

The maximum amount payable pursuant to this Contract shall not exceed the amount of \$1,350,000.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by OIT to the Treasurer when requesting payment. OIT shall be compensated in accordance with the terms set forth in Part II, General Conditions, Section GC-9, Payment, and Payment Schedule – Exhibit C.

#### **V. GENERAL CONDITIONS**

The Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions. Any capitalized terms used but not defined herein or in the Exhibits attached hereto shall have the meanings set forth in Part II, General Conditions, attached hereto.

#### **VI. EXHIBITS**

The following documents are attached to this Contract and incorporated into the Contract:

1. Exhibit A - Board Authorization Letter dated April 15, 2003
2. Exhibit B - Statement of Work
3. Exhibit C - Payment Schedule

#### **VII. ORDER OF PRECEDENCE**

In the event that there is a conflict between or among any of the terms and conditions of the following documents specified below (which are collectively known as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority, shall be as follows:

- (1) Part I;
- (2) Part II- General Conditions;
- (3) Exhibits.

The parties agree that the Contract is the complete agreement between the parties and replaces any prior oral or written agreement or communications between the parties relating to the subject matter hereof.

**GENERAL CONDITIONS  
PART II**

**GC-01 Definitions**

In addition to the capitalized terms defined elsewhere capitalized terms shall have the specified definitions:

“Application” shall mean any automated processing of information that, when grouped together, constitute software that is furnished and implemented as part of the System by Contractor pursuant to this Contract and shall also, when context requires, refer to other software applications and modules provided pursuant to this Contract and used to support said applications. “Application” shall include Licensed Software and any third party software if any.

“Business days” shall mean Mondays through Fridays excluding any recognized County holiday.

“Concurrent User” shall mean any workstation connected to the single licensed session of Contractor’s database tables, accessed through the Contractor’s Native Windows client software or through a web browser, where the Licensed Software stores the index information. The Licensed Software is licensed to County for use by at least 200 Concurrent Users.

“Contract” or “Agreement” shall mean the agreement entered into between the County and Optical Image Technology, Inc. consisting of: Part One - Agreement; Part Two - General Conditions, and; Exhibits A through – C, and the Execution Forms.

“Contractor” or “OIT” shall mean the Optical Image Technology, Inc., a wholly owned subsidiary of FBC Computer Systems, Inc., a Pennsylvania corporation, with its principal place of business at 3006 Research Drive, State College, Pennsylvania 16801.

“County” shall mean the County of Cook, Illinois, a body politic and corporate. For purposes of these General Conditions, the term “County” shall also include the Office of the Cook County Treasurer Maria Pappas.

“Deliverable” shall mean any documents, reports, plans, charts, diagrams, presentations, equipment, software, customizations, and services to be produced by Contractor.

“Documentation” shall mean all document deliverables as set forth in the Statement of Work - Exhibit B.

“Licensed Documentation” shall mean the documentation, printed and electronic, other than the Licensed Software, related to the Licensed Software identified in Exhibit B.

"Effective Date" shall mean the date on which the Cook County Board of Commissioners authorizes the execution of this Contract on behalf of Treasurer, provided that Contractor has first executed this Contract.

"Equipment" or "Hardware" shall mean all data processing equipment and related components provided to County by Contractor and listed in Exhibit B, Statement of Work.

"Final Acceptance" shall mean the conclusion of the Production Acceptance Period without the occurrence of any Material Errors in, or in connection with, the System.

"First Productive Use" shall mean the County's first use of the System in a production setting.

"Foreign Information System Interface" shall mean the item of Licensed Software constituting Contractor's side of the software interface between the System and County's other information system(s), if any.

"Go-Live" shall mean the date on which the County first uses the System in live operation in County's production environment after Final Acceptance.

"Implementation" shall mean the process by which the Applications are optimized for use in the System.

"Implementation Schedule" shall mean the timetable for implementation of the hardware, software, and other services required for installation and implementation of the System, as set forth in Exhibit B, Statement of Work.

"Installation" shall mean the delivery, assembly and set-up of the System as set forth in Exhibit B, Statement of Work.

"Licensed Software" shall mean the machine-readable forms of specific computer software programs and interfaces developed by Contractor and licensed by Contractor to the Treasurer pursuant to this Contract and all items of Documentation supplied by Contractor with respect to the Licensed Software. "Licensed Software" also includes, but is not limited to, all core Products and optional modules, and any updates, revisions, and enhancements, and any New Releases to which Treasurer is entitled under this Contract and any content and computer-based training computer software developed by Contractor and specifically licensed to Treasurer hereunder.

"Maintenance" or "Support" shall mean the support services provided to County by suppliers of Licensed Software and Hardware with respect to said Licensed Software and Hardware, including, but not limited to the repair (or functional replacement, if necessary) of an item of hardware or Licensed Software which fails to function in accordance with the then-current manufacturer's specifications and any corrections, enhancements, fixes updates or modifications to the System described in this Contract.

“Material Error” shall mean either an error that adversely affects operation of the entire System or an error that creates substantial decrease in performance or loss of functionality in the daily operation of a component of the System and for which a reasonable work around is not available.

“Pre-Production Acceptance Period” shall mean the period of time after installation and prior to First Productive Use during which time County must identify significant issues that impact the critical functionality or performance of the System.

“Product” shall mean collectively the Licensed Software and Licensed Documentation.

“Product Descriptions” shall mean the System or software descriptions for the software, which are set forth in Exhibit B, Statement of Work, and in the detailed System design or the Documentation.

“Production Acceptance Period” shall mean the period of time beginning on First Productive Use of one or more Applications and continuing at least 45 days thereafter until Final Acceptance.

“Project Manager” shall mean the individual designated to act as primary point of contact with the Contractor and who will render decisions on behalf of the County where such decisions do not result in any change or modification of the Contract.

“Seamless” shall mean the interfacing of one program with another so that it works with the existing application smoothly and can be used without problems and little or no user intervention.

“System” shall mean all hardware and/or equipment, Licensed Software, including but not limited to DocFinity Licensed Software, and interface, installation, integration, implementation, project management, training, documentation, and support and maintenance.

“Training” shall mean the transfer of skills or skill sets from the Contractor to County, the end-users, administrator or operator of the Systems.

“Treasurer” shall mean the Office of the Cook County Treasurer Maria Pappas.

“Treasurer Approval” shall mean the date certified in writing by Treasurer Project Manager as the date when all aspects of the System or those aspects of the System scheduled to be completed during a particular time are complete and have attained acceptance, satisfying the functionality requirements set forth in Exhibit B, Statement of Work.

### **GC-02 Standards of Workmanship**

The Contractor shall ensure that all materials used by the Contractor, and workmanship performed by the Contractor in connection with the design, development, and installation of the System, meet or exceed the requirements set forth in this Agreement. All work shall be performed in a good workmanlike manner with the highest skill, and all shall be free from defect.

The Contractor shall deliver, install, test, and make fully operational the System, and otherwise carry out and perform the duties and obligations required of it Agreement, with that degree of skill, care and diligence normally shown by a experienced, knowledgeable and skilled in computer systems design, installation and implementation, and management and government contract administration. The Contractor represents that it is qualified to undertake the design and installation of systems of the scope, purpose and magnitude of the System. The Contractor shall at all times use its highest degree of skill and judgment on behalf of the County to assure timely and satisfactory rendering and completion of the System and its other duties and obligations hereunder. The Contractor agrees to furnish efficient business administration and supervision to render and complete the System. The Contractor shall assure that all services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall be responsible for the professional and technical integrity and compatibility of the System and all components thereof, regardless of whether the obligations hereunder are performed by the Contractor, its subcontractors or others on its behalf.

#### **GC-03 Personnel**

The Contractor shall assign and maintain, at all times during the term of this agreement, a staff of competent personnel who are fully qualified to perform the services required by this Agreement (hereinafter referred to as "Key Personnel") and have identified all Key Personnel on **Exhibit B** of this Contract. Contractor's Key Personnel shall be assigned and dedicated to the performance of this Agreement for the entire term of this Agreement, except in the event of resignation, termination or illness, which would prevent such key personnel from completing their assignment. Contractor shall not make any change or reassignment of Key Personnel without prior notice to and prior acceptance by the County. In the case that any of the Key Personnel shall not at any time be able to perform his or her assigned function under this Agreement, Contractor shall promptly give written notice thereof to the County and furnish an alternate individual in replacement of any such Key Personnel, which alternate individual shall be subject to the written approval of the County. The County may, at any time, give written notice to the Contractor requesting the removal of any of the Key Personnel or any of the Contractor's other assigned personnel from the performance of this Agreement. Upon receipt notice, the Contractor shall forthwith remove such Key Personnel or other personnel and furnish to the County other acceptable personnel. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

#### **GC-04 Standards of Materials**

Only new, originally manufactured equipment, supplies and accessories will be accepted by the County. The County will not accept any equipment, supplies or accessories that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental equipment, supplies and accessories will not be acceptable. Equipment, supplies and accessories not produced by regular production methods and/or which have not been offered for sale to the

public through accepted industry trade channels for a reasonable period of time prior to the Effective Date of this Contract, will be considered experimental.

#### **GC-05 Materials Inspection and Responsibility**

The County shall have a right to inspect any material to be used in carrying out this Agreement. The County does not assume any responsibility for the availability of any materials and/or equipment, which the Contractor is required to provide under this Agreement.

The Contractor shall be responsible for the quality and standards of all materials, components or completed work furnished under this Agreement. Materials, components or completed work not complying therewith may be rejected by the County and must be replaced by the Contractor at no cost to the County. Any materials or components rejected shall be removed within a reasonable time from the County facility, solely at the Contractor's expense, after written notice has been mailed by the County to the Contractor that such materials or components have been rejected.

#### **GC-06 Ownership**

##### **A. Software License(s)**

Subject to the terms and conditions of this Contract, Contractor grants to County a perpetual, irrevocable, non-exclusive, and nontransferable, fully paid-up license to use the Licensed Software for the Concurrent User access and use as specified in this Contract and to use the Licensed Software in accordance with the following Licensed rights: (1) County shall be licensed to implement the Licensed Software for one live production system to run against one session of database tables with Concurrent User access; (2) County may copy the Licensed Software for one session of a development and testing environment running against one session of development and testing database tables with Concurrent User access, and; (3) County may copy the Licensed Software for one session of back-up and disaster recovery environment/purposes, running against one session of back-up and disaster recovery database tables with Concurrent User access. A Concurrent User shall mean any workstation connected to the single licensed session of Contractor's database tables, accessed through the Contractor's Native Windows client software or through a web browser, where the Licensed Software stores the index information. As many users as County and Treasurer desires can use the Licensed Software, however, simultaneous access shall be restricted by the Licensed Software, License Manager module, to only allow the maximum number of 200 Concurrent Users of the System. Treasurer shall load the Native Windows Client Access Licensed Software on as many workstations as it desires or give as many workstations as it may want access to network directories to run the application off the network. Any Contractor Native Windows Client window or web browser item active shall be considered a logged-in Concurrent User.

Contractor shall deliver to the County Licensed Software. Contractor warrants that all materials produced hereunder will be of original development by Contractor and will not infringe upon or violate any patent, copyright, trade secret or other proprietary right of a third party. Contractor will indemnify and hold County harmless from and against any loss, cost, liability or expense (including attorneys' fees) arising out of any breach or claimed breach of this Warranty.

Contractor shall provide County with a copy of the Licensed Software upon the execution of this Contract. County shall have the right to make sufficient back up and archival copies to support its scope of use of the Licensed Software, but all such copies shall be subject to the rights of Contractor as set forth herein.

## **B. Contractor's Source Code**

Within thirty (30) days of the installation of the Licensed Software Contractor shall provide Cook County with copies of the source code for the Licensed Software in a sealed envelope. Contractor shall provide updated copies of source code within thirty (30) days following completion of a major change to the proprietary software code. Authorized Cook County personnel may inspect the materials for the sole purpose of auditing the materials for compliance with the terms of this agreement. The exact physical location of the sealed envelope containing the source codes will be: The Office of the Cook County Treasurer Maria Pappas, 118 North Clark, Room 212, Chicago, Illinois 60602. The names and titles of all persons who have authorized access to the source codes are as follows: Roderick Height, Chief Information Officer, and Venay Patel, Network Manager. If any changes occur in regard to the physical location and/or authorized personnel, Contractor must be notified and updated at least five (5) days prior to or five (5) days immediately after any such changes occur.

All source code shall remain in the sole authorized location as stated in this agreement until Contractor requests its return, in writing, from the authorized personnel only in the event of Treasurer's non-use or non-compliance.

The authorized personnel shall access the source code envelope in the event any of the following situations occur:

- (1) If Contractor ceases to provide software maintenance and support services or refuses to discharge any of its maintenance and support obligations with respect to the Licensed Software under any software maintenance agreement in effect between Contractor and the County;
- (2) If Contractor (or its subcontractor) sells, assigns, or otherwise transfers Contractor's rights in the Licensed Software to any person or entity who ceases to provide software maintenance and support services or refuses to discharge all of the maintenance and support obligations with respect to the Licensed Software under any software maintenance and support agreement in effect between Contractor or any transferee of Contractor and the County.
- (3) If Contractor (or its subcontractor) becomes insolvent, files a voluntary petition of bankruptcy, suffers or permits appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency laws, and the County has compelling reasons to believe that such events will cause Contractor or its subcontractor to fail to meet its maintenance and support obligations in the foreseeable future.
- (4) If the Contractor fails to arrange for a third party to provide Contractor's software maintenance (as described in the Contract and on terms comparable to those required to be

provided by Contractor) via assignment, purchase, contract, successor in interest by merger or operation of law, or otherwise, after the Contractor has ceased doing business, sold the part of its business that provides Contractor's software maintenance, or discontinued offering the Contractor's software maintenance to the County.

Such Source Code shall be suitable for reproduction by Computer and/or photocopy equipment and shall consist of a full source language statement of the program or programs comprising the Licensed Software and complete program maintenance documentation, including all file record labels, program listing, flow charts, schematics and annotations which comprise the pre-coding detailed design specifications and all other technical manuals and documentation materials necessary to allow a reasonably skilled third party programmer analyst to maintain or enhance the Licensed Software without the help of any other person or reference to any other materials.

If source code is accessed by County under the provisions herein described, such source code shall remain subject to every license restriction, proprietary rights protection, and other County obligations specified in this Contract. Notwithstanding the foregoing, County may use such source code for the sole purpose of supporting its use of the Licensed Software as expressly permitted under this Contract and for no other purpose whatsoever. When source code resides in a central processing unit, County shall limit access to such source code to its authorized employees or consultants who have a need to know in order to support the Licensed Software. County shall at all times implement strict access security measures in order to prevent unauthorized disclosure, use, or removal of source code. If Contractor is no longer supporting the Licensed Software, County may use the source code to support the license granted hereunder, including any expansions in the scope of use which may be agreed upon in an amendment or extension of this Contract.

County shall have the right to modify the Licensed Software through the services of its employees. County's right to modify the Licensed Software is unconditional. Any and all modifications executed and/or accomplished to the Licensed Software by County through services of County's employees and/or any other work for hire relationship cause ownership of said modifications to vest solely with County. County shall be under no obligation to specify and/or divulge the execution and/or accomplishment of successful modifications to the Licensed Software, or any portion thereof. Contractor shall be under no obligation regarding maintaining and catering for the compatibility of County accomplished modifications in the process of Contractor engineering, enhancing, and developing new version(s) of the Licensed Software.

### **C. Confidentiality and Ownership of Documents**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports that are beyond the scope of the Contract, utilizing data derived from information or data obtained from the County without the prior

written approval of the County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to the County without charge. Contractor acknowledges that it has no ownership interest in any of the County's data installed or stored on the System, including, without limitation, any data contained in any report, files, data bases or other information or documents produced by, or on behalf of, the County using the software program. The conditions of this provision shall survive termination or expiration of this Contract. In the event that any of the work contemplated hereunder is subcontracted, Contractor, shall require its subcontractors and agents comply with the foregoing confidentiality restrictions.

All documents, data, studies, reports, work product or product, or custom programming created or produced by Contractor as a result of performance of services under this Contract and at County's expense ("Documentation") shall be the property of the County and shall conclusively be deemed "works made for hire" on behalf of County and as commissioned and ordered by County within the meaning and purview of Section 101 of the United States Copyright Act, 17. U.S.C. Section 101 et seq., and that the County shall be the copyright owner thereof and all aspects, elements and components thereof in which copyright can subsist. The reproduction, use or sale of any Documentation, or product obtained for the County, by the Contractor for its own use or for the use of any third party shall constitute a breach of this Contract. To the extent that any portion of the Documentation does not qualify as a "work made for hire" the Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefore, and other intangible, intellectual property embodied in or pertaining to such Documentation, excluding Contractor's processes or methodologies but not outputs or results thereof, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The Contractor warrants to the County, its successors and its assigns, that on the Effective date of this Contract the Contractor is the lawful owner of good and marketable title in and to the copyrights for the Documentation (including the copyrights on designs and plans relating to the Documentation) and has the legal rights to fully assign the same. The Contractor further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other Contracts or subject to any other restrictions with respect to the Documentation. The Contractor further warrants that it will not restrict or otherwise interfere with the County's future actions of changing, modifying, destroying, or moving the Documentation. The Contractor warrants and represents that the Documentation constitute works of original authorship.

During the performance of this Contract, the Contractor shall assemble and maintain such Documentation in good order, at the office of the Contractor and the County shall have full access to same. The Contractor shall be responsible for the restoration or replacement of same in the event of any loss or damage to the Documents. At the conclusion of the Contractor's performance of this Contract, the Contractor shall transmit such Documentation to the County at a place designated by the County. During the performance of the services herein provided for, the Contractor shall be responsible for any loss or damage to the Documentation while they are in its possession, and any such Documentation lost or damaged shall be restored at the expense of the Contractor. Full access to the Contractor's work during the preparation of the Documentation shall be available to the County and other interested public agencies. In the event

Contractor utilizes any of his own proprietary or confidential information in whatever form in the performance of duties under this Agreement, it must be clearly marked as such.

#### **GC-07 Equipment**

In accordance with the provisions hereof, County agrees to purchase from Contractor the Equipment, if any, set forth in **Exhibit B** of the Contract. County assumes all responsibility for validating the compatibility of purchased hardware and peripheral devices, and the use of device configurations, which are not recommended by Contractor to be used in conjunction with the System or the Licensed Software. Contractor accepts no responsibility or liability for any costs, expenses, claims or damages incurred by County or any third party if the System, or any component thereof, or any other system of County fails to function properly or without interruption as a result of the use of the non-recommended devices. Contractor shall notify Treasurer's Project Manager in writing any such non-recommended devices, Contractor may provide to County, on a fee-for-service basis only, services to aid in the installation and support of such devices. Contractor, however, assumes no responsibility for, and does not guarantee the results of, such services or that such device will continue to work with the next revisions of Licensed Software.

#### **GC-08 Installation**

Contractor and County shall each timely perform their respective specific tasks identified in Exhibit B of this Contract for the installation of Licensed Software and for support. Contractor shall provide the timely installation of such Hardware and/or Equipment and Licensed Software, which County purchases from Contractor and for which County pays the applicable installation fees, in accordance with the terms hereof or as otherwise mutually agreed upon.

#### **GC-09 Representations and Warranties**

##### **A. System Warranty/Maintenance**

The Contractor warrants that it will perform all services under this Agreement in a good and workmanlike manner following all standards now current in the industry. The Contractor further warrants that the System delivered and installed will be free from defects in workmanship and material, and shall operate in accordance with the specifications and requirements contained in this Agreement.

The warranty for the Licensed Software procured and provided by Contractor shall remain in effect for a period of one (1) year from the date of Final Acceptance. All Contractor Licensed Software warranties, maintenance and support shall be provided by Contractor to the County.

Contractor shall provide, as a part of its warranty services, full System maintenance. The maintenance services shall be such as to keep the System in good operating condition in accordance with the specifications for the System and the Statement of Work — Exhibit B, which shall include preventative maintenance and technical support twenty-four (24) hours, seven (7) days per week, for 365 days per year during the warranty period.

During the warranty term, if the County notifies the Contractor of a breach of the foregoing warranty, the County shall specify whether the defect is Mission Critical, i.e. jeopardizes the security operations of the System. If a Mission Critical defect exists, Contractor shall provide a response via telephone from a qualified person within one hour after notice from the County and Contractor shall then begin to diligently attempt to resolve such Mission Critical defect by providing telephone support and County approved remote access. If telephone support cannot resolve the Mission Critical Defect, then Contractor shall provide a qualified person on-site as early as practicable but commencing no later than three hours after initial notice by the County of such Mission Critical defect.

If a Non-Mission Critical defect exists, Contractor shall provide reasonable telephone support during normal business hours and shall provide on-site support as necessary to resolve such Non-Mission Critical defect promptly and County approved remote access.

During the warranty period, the Contractor shall provide or cause to be provided to the County, free of charge, any updates, enhancements or modifications to which any licensee of the Licensed Software is entitled free of charge promptly after the same becomes available. The Contractor shall promptly notify the County of any updates, enhancements or modifications to the Licensed Software, which are considered new versions and not free of charge. In addition, the Contractor shall identify the charges for such new versions and make them available to the County.

The manufacturer's warranty for the hardware procured and provided by Contractor shall remain in effect for thirty-six (36) months commencing on the date of Hardware installation. All Hardware warranties, maintenance, and support shall pass through Contractor to County directly from the Hardware manufacturer.

Contractor shall offer to provide maintenance to County for all Equipment and Hardware for the fees identified in Exhibit B of the Contract. Contractor may subcontract all or part of its performance of maintenance of Equipment elected by County to a third party maintenance vendor, provided that County is first notified thereof by Contractor in writing and County either approves of such subcontracting in writing or the proposed subcontractor is the original manufacturer of the applicable Equipment or Hardware. Maintenance services are: (i) detection and correction of all defects in Equipment or Hardware; (ii) maintenance of the Equipment or Hardware; (iii) and field repairs. Any specific services (response times, hours of service availability, etc.) to be provided by third party Maintenance vendor shall be consistent with the hours of service, availability and response times which Contractor provides with respect to the Licensed Software. Contractor and its suppliers shall be further response for correcting any problems, which can be cured through the above-specified Maintenance services. County shall receive Maintenance services from Contractor by contacting the same Immediate Response Center and service center through which County receives support for the Licensed Software. All fees for the Maintenance for Equipment and Hardware are included in the Hardware cost set forth in Exhibit B.

Contractor represents that it shall pass through to County the Equipment and Hardware end-user warranties and Contractor shall provide copies to County of all manufacturers' warranties available on components or elements of the System, including but not limited to System Hardware and Equipment. No additional fee shall be charged to or imposed upon County for any such warranty services beyond the charges specified herein. All manufacturers' warranties shall be promptly submitted by Contractor to County on or before the date that each respective item of such Equipment or Hardware is delivered to County.

### **B. Intellectual Property Rights**

Contractor warrants (a) that it has authority to grant County the licenses to use the Licensed Software and third party software as granted and described herein; (b) that Contractor shall deliver the Licensed Software, third party software and all Work Product and deliverables provided by Contractor hereunder free from the rightful claims of any third party for infringement of all patents, trademarks, copyrights and trade secrets; (c) that Contractor has not misappropriated or improperly copied from a third party, and will not misappropriate or improperly copy from a third party, all or any portion of the Deliverables provided or any intellectual property used by Contractor under this Contract; and (d) that (as of the Effective Date hereof) no third party has asserted, is asserting or, to Contractor's knowledge, has or will have any reasonable basis to assert a claim of any of the foregoing.

### **C. Conformity and Compatibility**

As of Final Acceptance by the County, all portions and components of the Licensed Software and all Deliverables provided by Contractor hereunder shall be fully compatible with each other, and with the Equipment and third party software, and shall operate, on a component-by-component basis and as an integrated System, in all material respects in accordance with all requirements and specifications set forth in this Contract.

### **D. Response Time Warranty**

The System and the Licensed Software shall operate on County's computer hardware, software and network systems with reasonable and adequate response time when such hardware, software and network systems are under a reasonable load. Such response time shall in all events be equal to or less than the response time estimates for the core functions of the System as set forth in Exhibit B or System Documentation. In the event that the County determines at any time or from time to time that the processing performance of any component of the System fails to meet or exceed such response time estimates and notifies Contractor in writing thereof, Contractor shall promptly assist in the resolution of such unsatisfactory performance by researching the nature and cause of the unsatisfactory performance, determining one or more recommended courses of remedial action, communicating such cause and recommended courses of action to County in writing, cooperating with County in determining the actual remedial action that shall be taken, and executing or coordinating the execution of the remedial action approved by County until resolution is attained to the reasonable satisfaction of County.

### **E. Availability/Down Time Warranty**

Availability shall refer to operation of the System with full functionality for the end user. Availability will be measured by the County Project Manager monthly and reported quarterly. Contractor shall meet the availability goals of 99.9% on a quarterly basis.

#### **F. Loss of Data**

The System and the Licensed Software, the proper use thereof, or any Contractor-approved modification, upgrade, repair or replacement of the System, the Licensed Software or any Services provided to County by Contractor shall not result in the direct or indirect loss, destruction, deletion, or alteration of any of County's data so long as the Licensed Software and System have been used in accordance with the specifications and Documentation. To the extent that County has met reasonable backup requirements and that Contractor has been the cause of the loss, Contractor shall, at Contractor's expense, either, at County's election, promptly restore any of County's data the Licensed Software as properly used, Contractor or Contractor's performance of any services in connection with this Contract, or the, cost of any such restoration performed by or on behalf of County shall be promptly paid by Contractor to County.

#### **G. Documentation**

The Documentation shall accurately describe the operation of the System, Licensed Software, and all enhancements, portions and components thereof, so that a reasonably qualified data processing professional shall be able to use such Documentation to operate the Licensed Software as described therein and in this Contract, and that any updates or enhancements to such Documentation shall be of equal or greater quality than the initial Documentation and provided to County by Contractor and shall be delivered to County at the same time as related enhancements or updates to the Licensed Software are delivered to Customer.

#### **H. Computer Viruses**

The Licensed Software at the time of any installation or delivery to County will not contain any virus, timer, clock, counter, timebomb or other instruction or routine designed to erase data or programming or to cause the Licensed Software to become inoperable or otherwise incapable of being used in the full manner for which it was designed and created by Contractor, and the System shall work compatibly with major commercially available and Contractor-certified virus protection programs which County may use on the workstations and other access devices, provided, however, that Contractor makes no representation or warranty concerning the adequacy or efficacy of such programs.

#### **I. Third Party Warranty Pass-Through**

Contractor makes no representations or warranties regarding any third party software, firmware or hardware that County may use in connection with the Licensed Software, including, without limitation, the Equipment or third party software. However, Contractor hereby assigns and passes through to County all the Equipment and third party software warranties and shall provide copies to County of all manufacturers' warranties available on components of the System

(including, but not limited to, System hardware, equipment and System software). No additional fee shall be charged to or imposed upon County for any such warranty services beyond the charges specified herein additional charges (without additional mark-up by Contractor) that may be assessed by the Maintenance suppliers under future contracts with Contractor. All manufacturers' warranties shall be promptly submitted by Contractor to County on or before the date that each respective item of such Equipment and third party software is delivered to County.

#### **J. Equipment Capacity**

Contractor has obtained and County has verified County's current and projected processing volumes. Equipment and hardware provided by Contractor hereunder (and all individual items and components thereof, as set forth in Exhibit B, shall be of sufficient capacity to adequately handle County's projected processing volumes and shall cause the Licensed Software and System to perform, in all material respects in accordance with the Licensed Documentation.

#### **GC-10 Disaster Recover**

The County shall have the right to make one archive copy of the System software for disaster recovery purposes. This archive copy may be stored on-site or at an off-site storage facility and the County may access and use the archive copy at any emergency recovery center that the County deems appropriate and/or necessary. The County shall give Contractor prompt notice of its intention to access and use the archive copy if any emergency situation occurs. However, Contractor's prior consent to such access is not required. If the archive copy is stored off-site, the County shall assure that the off-site storage facility protects the confidentiality of the archive copy of the System software and shall authorize its use only for purposes consistent with the terms of this Agreement.

#### **GC-11 Indemnifications**

##### **A. Patents, Copyrights and Trade Secrets**

Contractor agrees to hold harmless and indemnify County, its officers, agents, employees and affiliates from, and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit, claim, action or proceeding brought against County based upon a claim that the ownership and/or use of the System or any part thereof constitutes an infringement of any patent, copyright or license or any other intellectual property right. Where applicable, County shall notify Contractor in writing of any such suit, claim, action or proceeding or significant threat thereof and hereby agrees to give Contractor information and reasonable assistance for the defense. To the extent that County incurs administrative expenses including attorneys' fees during Contractor's defense of a claim brought under this General Condition, the Contractor shall reimburse County for all such expenses. In the event the County is enjoined from using the System or any part thereof, the Contractor, with, all reasonable speed and due diligence, shall, at the County's election, either: (i) procure the right for the County to continue using the System; (ii) replace the System with an non-infringing equivalent system having the specifications as provided in this Contract; or (iii) modify the System to make it non-infringing. The provisions of this section shall survive termination or expiration of this Agreement.

The Contractor warrants that it is not a party to any intellectual property suit that would affect any license granted herein, nor does Contractor have knowledge of any pending intellectual property claim that would affect the licenses granted herein.

#### **B. Use of the System**

Contractor shall indemnify and hold the County, its officers, agents, employees and affiliates harmless from against any and all claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) arising out of the use of the System by County, provided that County has used the System in accordance with the Documentation and applicable standards of practice in connection with the event giving rise to such claim or cause of action, and to the extent that the event giving rise to such claim or caused by, or results from, the actions, omissions or negligence of Contractor. Contractor expressly understands and agrees that any performance bond or insurance protection required of Contractor, or otherwise provided by Contractor, in connection with this Contract shall in no way limit the responsibility of contractor to indemnify the County, its officers, agents, employees and affiliates as hereinabove provided.

#### **C. Breach of Representation or Warranty**

Contractor shall indemnify and hold harmless the County, its officers, agents, employees and affiliates from and against any claim and any and all losses, liability, damages, costs, and expenses (including attorney's fees) sustained or incurred by the County, its officers, agents, employees and affiliates as a result of any breach of any representation or warranty made herein by Contractor and shall promptly repair or replace the System or the Licensed Software, or any individual items or components thereof, to cure any such breach and render Contractor in compliance with all representations and warranties made by it herein.

#### **D. Injury or Damage**

In addition to the minimum insurance coverages that Contractor is required to obtain and maintain pursuant to this Contract, Contractor shall indemnify and hold harmless the County, its officers, agents, employees and affiliates (including visitors) from and against any claims and shall pay all losses, damages, liabilities, claims and actions, and all related expenses (including reasonable attorneys' fees and expenses) based on allegations of bodily injury (including death), damage to tangible personal or real property (including the loss of data) or damage to intangibles to the extent that such injury or damage arises from the acts, errors, omissions, negligence or willful misconduct of Contractor or Contractor's subcontractors, and the employees and agents of each.

#### **E. Independent Contractor**

Contractor shall indemnify, and hold harmless the County, its officers, agents, employees and affiliates from and against any claims and shall pay all liability, penalties, damages, costs and expenses (including reasonable attorneys' fees) incurred and taxes imposed related to the design of the System and Licensed Software and the determination of the means and methods for

performing the professional, technical and all other services described as duties and obligations of Contractor herein.

The Contractor covenants and agrees to indemnify, hold harmless and defend the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of this Agreement by the Contractor, or the acts or omissions of the officers, agents, employers, Contractors, subcontractors, licenses or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

#### **F. Personnel**

Contractor shall indemnify and hold harmless the County, its officers, agents, employees and affiliates from and against any claim and any and all losses, liability, damages, costs and expenses (including attorney's fees) sustained or incurred by County, its officers, agents, employees and affiliates as a result of (a) any claim persons employed or engaged by Contractor (including, but not limited to, subcontractors) in connection with performance of the services or delivery of the deliverables contemplated herein (including, but not limited to, any allegations of non-payment and all applicable employee-related tax, salary and benefit programs, or other claims or allegations of or related to such person), and (b) any employment-related claim brought by any employee of Contractor or County, or any third party supplier, customer, visitor of the County arising from or related to services performed hereunder and based in whole or in part on the actions, omissions or negligence of Contractor of its subcontractors, and the employees and agents of each.

#### **GC-12 Delivery**

All materials shipped to the County shall be shipped "Freight on Board" (F.O.B.) point of delivery, freight prepaid, as designated by County. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

#### **GC-13 Risk of Loss**

Risk of loss or damage to the parts, materials, documents, hardware, System software, electronically recorded data and other data purchased or designed for or developed in connection with the System shall be and remain on the Contractor until Final Acceptance, whereupon such risk of loss or damage caused by acts of the County or its agents. The Contractor agrees to provide on-site unlimited warranty on the hardware and software during the warranty period.

#### **GC-14 Prices Firm**

Personnel hourly rates and the maximum fixed price for this Agreement shall be firm and will not be subject to increase during the term of this Agreement.

#### **GC-15 Price Reduction**

The County is to be considered a most favorite County. If at any time during the term of this Agreement any other County of the Contractor is given a lower price on any service similar to those provided for herein, the County will be entitled to that price.

If at any time after the date of submission to the Contractor's proposal the Contractor makes a general price reduction in the price of any service or material covered by this Agreement, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Agreement for the duration of the contract period (or until the price may be further reduced as herein provided). Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

In the event of a price reduction as herein provided, the Contractor shall invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of this Agreement. The Contractor, in addition, shall, within ten (10) calendar days of any general price reduction, notify the County of such reduction by letter. Failure to do so may result in termination of the Agreement.

The County shall require the Contractor to furnish, within ten (10) calendar days after the end of the contract period, a statement certifying either: (i) that no general price reduction as defined above, was made after the date of the submission of the Contractor's proposal; or (ii) if any such general price reductions were made as provided above, they were reported to the purchasing agent within ten (10) calendar days that the County was invoiced at the reduced prices. Where more than one such general price reduction was made, the statement furnished by the Contractor shall include with respect to each price reduction: (i) the date when notice of any such reduction was issued; (ii) the effective date of reduction; and (iii) the date when the County was notified of any such reduction.

#### **GC-16 Taxes**

A Federal Excise Tax does not apply to materials purchased by the County of Cook. Illinois Retailers' Occupation Tax, Illinois Use Tax, Illinois Service Occupation Tax and Municipal and/or County Sales Taxes do not apply to purchases made by the County by virtue of Illinois law. The price or prices herein provided for shall include any and all taxes from and against any assessment of taxes or penalties, which may at any time be imposed upon the County resulting from the purchases made pursuant to this Agreement. The indemnity herein provided for shall not be limited to the term of this Agreement.

## **GC-17 Payment**

### **A. Invoices**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in this Agreement. No payments shall be made without such invoices having been submitted along with three (3) copies of County voucher Form 29A.

All charges shall not exceed the amount of \$1,350,000.00. Invoices shall be submitted in accordance with the Payment Schedule set forth in **Exhibit C**. The County shall make payment to the Contractor within sixty (60) days following receipt of Contractor's invoice, provided that satisfactory completion of the appropriate milestone has been achieved and appropriate Acceptance has been given by County's Project Manager.

### **B. Purchased Items**

Contractor is providing the following categories of Purchased Items, a complete list and description of which, together with the charges relating to each, is set forth in **Exhibit B**:

1. Installation and Implementation Services. Contractor shall assign and arrange for professional staff to install and implement the System.
2. Equipment. Contractor shall provide and install all of the Equipment set forth on **Exhibit B**, for the charges shown thereon. Contractor shall ensure that the County is the listed owner of said Equipment and that County has all rights of a purchaser under, and promptly receives documentation reflecting, all manufacturers' warranties applicable to said Equipment.
3. Applications Software (Licensed Software, third party, and developed). Contractor shall provide the Applications provided under this Contract set forth on **Exhibit B**, together with the total fees payable by the County to purchase its license of the Applications.
4. Hardware and Software maintenance and support. Contractor shall assign and arrange for professional staff to maintain the System in accordance with **Exhibit B**.
5. Consulting Services. Contractor shall provide professional consulting services as set forth in Exhibit B of this Contract.
6. Training. Contractor shall provide training and training manuals for the System to the Treasurer's personnel designated by the County in accordance with **Exhibit B**.
7. Documentation. Contractor shall provide user and operation manuals for the System or any component thereof, including but not limited to equipment, detailed security features, and control options.

### **C. Items Included in Contract Amount Which County May Decline**

**The maximum amount payable under this Contract, which is set forth in Part I includes payment of certain items or services which County may elect not to implement as part of the System, such as Professional Consulting Services. In the event the Treasurer's Project Manager notifies the Contractor of its decision not to implement such item or services, the County shall receive a direct credit for the charges where applicable for said item or services.**

#### **GC-18 Contractor Credits**

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Agreement, (the "credits") such credits belong to the County and not the Using Department or any other County department. Contractor shall report any such credits to the County's Purchasing Agent.

#### **GC-19 Audit, Examination of Records**

The Contractor agrees that the County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Agreement, have access and the right to examine any books documents, papers, payroll records, canceled checks, payroll records, bank statements, purveyor's and other invoices, and records of the Contractor related to the Agreement, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

The Contractor further agrees that it shall include in all of its subcontracts here under a provision that the subcontractor agrees that the County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, payroll records, canceled checks, bank statements, purveyor's and other invoices and records for such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision there under or under the Agreement.

In the event the Contractor receives payment under the contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

#### **GC-20 Damages**

The Contractor understands that time is of the essence for this project and agrees to perform and complete the services required in accordance with the schedules developed and agreed to by the parties for this project. The County and the Contractor agree that the Contractor shall be liable for the County's actual and consequential damages resulting from a failure of timely

performance. Nothing in this section creates a limitation on the County's remedies for any other breach of this Agreement.

#### **GC-21 Delay by County**

The Contractor shall not be entitled to any damages from the County on account of any delay whether or not such delay is caused by the County or results in a permitted extension of time, which is approved by the County in writing.

#### **GC-22 Force Majeure**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Agreement if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots. The above notwithstanding, the Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Agreement.

#### **GC-23 Cook County Waiver of Subrogation and Insurance Requirements**

##### **A Subrogation and Waiver**

1. The Contractor shall require all policies of insurance that are in any way related to this Agreement and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against the County.
2. The Contractor shall waive all rights of recovery against the County, the Board of Commissioners and other contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the activities associated with this Agreement and that are secured and maintained by Contractor.
3. The Contractor shall require all tiers of subcontractors to waive their rights of recovery (as aforesaid waiver by Contractor) against the County, and the Board of Commissioners.

##### **B. Insurance Requirements of the Contractor**

1. Prior to the commencement of the work, the Contractor, at its cost, shall secure and thereafter, except as otherwise provided herein, maintain at all times during the performance of this Agreement the insurance specified in B.3.1 through B.3.7 below, with the County, Board of Commissioners and subcontractors of all tiers as insured parties and with limits not less than those specified below for each coverage.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under

this contract. The Contractor shall advise all insurance companies to familiarize themselves with the conditions and provisions of this contract dealing with waivers of subrogation, insurance and indemnification. Failure of the contractor to so notify these aforesaid insurance companies shall in no way relieve them from their obligations under this contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. The Contractor shall at all times during the period in which this Agreement is in force and effect provide and maintain insurance of the type and in the limits as set forth for each in subparagraph B.3 and below. Such insurance shall name the County, Board of Commissioners, and their agents as insured, and shall be in a form and through issuing companies acceptable to the County.

3. The insurance may be provided in a policy or policies, primary and excess, including the so-called Umbrella or catastrophe form which may include the coverage, or layer thereof, of the insurance which may be required by the County. The limits of liability shall be as stated in paragraph 2.3.1 and below, unless, prior to commencement of any work, written approval is granted by the County for variance from those limits.

### 3.1 Workers Compensation Insurance

In accordance with the Laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (a) Employers' Liability coverage with a limit of  
\$1,000,000 each Accident -  
\$1,000,000 each Employee  
\$1,000,000 Policy Limit for Disease

- (b) Broad form all states coverage

### 3.2 Commercial General Liability Insurance

An occurrence form Comprehensive General Liability policy or Commercial General Liability policy (new ISO Designation) to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof plus appropriate endorsements to protect the County against claims, demands and lawsuits from employees of the Contractor and its subcontractors.

Said General Liability coverage (excluding aircraft, watercraft 50 feet or longer and automobiles) shall have a combined bodily injury and property damage limit of \$1,000,000 per occurrence and \$1,000,000 aggregate with the following provisions included:

- (a) All premises and operations.
- (b) Contractor's Protective coverage for independent contractors or subcontractors employed by Contractor.

- (c) Broad Form Blanket, contractual liability
- (d) Products/Completed Operations.
- (e) Personal Injury Liability Endorsement with no exclusions pertaining to employment and contractual obligations.
- (f) Employees included as additional insured (excluding bodily injury to fellow employees only).
- (g) Broad Form Property Damage Liability.
- (h) Cross Liability.

3.3 Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers of the respective parties required to provide and maintain this insurance. Such insurance shall provide coverage not less than that of the standard comprehensive business automobile liability policy in limits not less than the following:

- (a) Liability All Autos: Bodily Injury & Property Damage \$1,000,000 per Occurrence
- (b) Uninsured/Motorists: Per Illinois Requirements

3.4 Umbrella Excess Liability Insurance

In addition to coverage specified above, Contractor and its subcontractors of any tier should provide the following.

- (a) \$5,000,000 each occurrence for all liability
- (b) \$5,000,000 in the aggregate per policy year separately with respect to completed operations and personal injury by an employee

3.5 Computer Services and Software E&O

Coverage to protect against liability for damage to data in the Contractor's care or control, loss of revenue and for loss of services promised but unattainable at no fault of the County. This insurance shall remain in force for the life of the Contractor's obligations under this Agreement. Said coverage shall have a limit of \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate.

3.6 Valuable Papers Insurance

In an amount not less than \$100,000 to cover any loss occasioned by fire, theft or any other cause.

3.7 Additional Named Insured:

- (a) The County of Cook, Illinois
- (b) The Employees of Cook County

The additional insured shall be listed on the Comprehensive General Liability, Automobile and Umbrella Liability policies.

Coverage shall be at least as broad as ISO 0001 11 85. Relative to the Comprehensive General Liability, Automobile and Umbrella liability policies the County shall have the rights of an Additional Insured as provided by ISO endorsement CG 20 10 10 93. *No other form will be accepted without expressed prior approval of Cook County Risk Management.*

All liability policies shall entirely delete ISO endorsements CG 21 34 11 88 and CG 21 39 11 88 or other such endorsement or policy provision which limit contractual liability.

**3.8 Qualification of Insurers:** In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than VII and a policy holder's service rating no lower than (A) as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A) or VII will be acceptable only upon written consent of the County.

### **C Contractor Obligations**

1 Contractor and all subcontractors shall not violate or knowingly permit to be violated any condition of the policies of insurance provided by the terms of this Agreement and shall at all times satisfy the requirements of the insurance companies issuing them.

2 All requirements imposed by the policies referred to above upon and to be performed by Contractor shall likewise be imposed upon, assumed and performed by each of the subcontractors. Contractor and each subcontractor shall execute with their subcontractors a written agreement which shall include all such requirements. Any "hold harmless" and "indemnity" clause must benefit and not be detrimental in any way to the County, its other Consultants, and others so specifically identified in this Agreement.

### **D Insurance Notices, Costs and Losses**

All policies of insurance which may be required under terms of this Agreement to secure and maintain shall be endorsed to provide that the insurance company shall notify the Department of Risk Management at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor or any subcontractor commences performance of its part of the work, Contractor shall cause to

be furnished to the County certificates of insurance maintained by the Contractor and each such subcontractor in connection with the performance of the work. The certificates of insurance shall contain a contract description, policy numbers, expiration dates, and limits of liability, shall state that the County is an additional insured, and shall be signed by an authorized agent of the insurance company. As and when the County may direct, copies of actual insurance policies or renewals or replacements thereof shall be submitted to the County. All copies of policies, if any, and certificates of insurance submitted to the County shall be in a form and content acceptable to the County. In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

#### **E Protection of Persons and Property**

The Contractor will be solely and completely responsible for conditions of the County's facilities, including safety of all persons and property during the performance of the activities associated with this Agreement. The requirement will apply continuously and not be limited to normal working hours.

#### **F Insurance Notes**

No overhead or profit elements will be allowed on insurance premiums or, self-insured retention.

#### **GC-24 Compliance with Laws**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of this Agreement. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. Contractor shall obtain any and all necessary permits, licenses and other authorizations necessary for Contractor's performance under this Agreement.

#### **GC-25 Conflict of Interest**

No member of the governing body of the County and no other officer, employee or agent of the County who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of the Cook County Lobbyist Registration Ordinance and Cook County Ethics Ordinance and shall comply with all provisions therein.

The Contractor agrees to familiarize itself with County rules and regulations and inform its employees of all County policies respecting contraband and other matters.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Agreement pertains which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

#### **GC-26 Nondiscrimination and Affirmative Action**

The Contractor, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, marital status, handicap, national origin, or status of discharge from military, nor shall Contractor otherwise commit an unfair employment practice. The Contractor further agrees that this General Condition will be incorporated in all contracts entered into with suppliers of materials or services, Contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

#### **GC-27 Independent Contractor Status**

The Contractor and its employees, subcontractors, suppliers, agents and representatives are independent contractors and not employees or agents of the County. Contractor shall be responsible for the payment of salary benefits or other compensation, whether direct or indirect, to the personnel who are assigned to perform Contractor's obligations under this Agreement as well as all applicable federal, state and local taxes, including any and all other governmental fees, taxes or expenses levied against Contractor in connection with performance of this Contract. It is expressly understood and agreed that the Contractor and its employees, subcontractors, suppliers, agents and representatives shall in no event as a result of this Agreement, be entitled to any benefit to which County's employees are entitled including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits from County.

#### **GC-28 Subcontracting or Assignment**

The Contractor is chosen for its unique ability and expertise and no duty or obligation in this Contract shall be assigned by the Contractor to any third party, or any part of the Contract subcontracted, without the advance written consent of the County Purchasing Agent. The County reserves the right to impose reasonable conditions precedent to giving such consent, including, but not limited to, insurance and surety bond coverage. Notwithstanding such consent to assign or subcontract, the Contractor shall not be relieved from its obligation or change the terms of this Contract. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor has identified all subcontractors and material suppliers it intends to use in the performance of the Contract in **Exhibit B** of this Contract. All such persons shall be subject to the prior approval of the County and the Purchasing Agent. The County reserves the right to prohibit any person from entering the County's facility for any reason. All Contractors and subcontractors of the Contractor shall be accountable to the County while on the County's property and shall abide by all security regulations imposed by the County.

The Contractor shall not transfer or assign any Contract funds, or claims due or to become due, without the advance written approval of the Purchasing Agent, which approval shall not unreasonably be withheld. The unauthorized transfer or assignment of any Contract funds either in whole or in part, or any interest therein, or the unauthorized assignment or subcontracting of the Contract, shall have no effect and are void so far as the County is concerned.

### **GC-29 Changes and Modifications**

The County and Contractor may, from time to time during the term of the Contract, make modifications and amendments and extensions of time to the Agreement. Such modifications, amendments and extensions shall only be made by mutual Agreement in writing. No such modifications, amendments or extensions which individually or cumulatively result in additional cost over \$25,000.00 or which extends the term of the Agreement by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications, amendments, and extensions which increase the term of the Agreement by less than thirty (30) days or increase the cost by less than \$25,000.00 may only be made with the advance approval of the Purchasing Agent. All modifications, amendments, and extensions shall be subject to the terms and conditions of this Contract.

### **GC-30 Disputes**

Except as otherwise provided in this Agreement, any dispute between Contractor and County concerning a question of fact arising under this Agreement and not resolved will be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five (5) days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action or law or in equity.

Notwithstanding a dispute, the Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in this Agreement during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

### **GC-31 Default**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Agreement where Contractor has failed to cure such breach within twenty (20) days after written notice is given to Contractor by County, setting forth the nature of such breach.

County shall be in default hereunder if any material breach of this Agreement by County occurs which is not cured by County within ninety (90) days after written notice has been given by Contractor to County, setting forth the nature of such breach.

### **GC-32 County's Remedies**

Following notice of material breach or notice of default to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach or noncompliance, which is the subject matter of the notice.

If the Contractor fails to remedy a material breach during the twenty (20) day cure period pursuant to General Condition GC-31, Default, the County shall have the right to terminate this Agreement provided, however, That County shall give Contractor five (5) days prior written notice of termination.

In the event of termination, the County reserves the right to elect to continue using the Contractor's services in whole or in part for the period of time necessary to allow the County to obtain an implement replacement services. During such transition period all terms and conditions of the Agreement shall be in full force and effect. The County may elect to continue using Contractor's existing services in full; increase monitoring and oversight of Contractor's operations; or substitute County's designees for the Contractor's personnel utilizing Contractor's facilities pending the implementation of replacement services. Any payments due Contractor will be prorated based on services the Contractor is then providing. The Contractor will agree to cooperate with the implementation of the replacement service should the County so request.

After the County has secured replacement services and such services are operational, the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Agreement.

County's exclusive remedy with respect to breach of the foregoing warranties regarding intellectual property rights shall be that Contractor shall, at its sole expense indemnify, defend, and hold the County, its officers, agents, employees and affiliates harmless from and against all allegations, claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), made or brought by any third party against County, its officers, agents, employees and affiliates to the extent based in whole or in part on an allegation of such infringement, misappropriation or improper copying with respect to any item of Licensed Software or any Work Product or deliverable provided by Contractor hereunder.

In addition, County shall have the right to pursue all remedies in law or in equity, in addition to those remedies specifically set forth in this Contract.

### **GC-33 Contractor's Remedies**

If the County has been notified of default and fails to remedy a material breach during the **ninety (90)** day cure period pursuant to General Condition GC-33, Default, the Contractor shall have the right to terminate this contract, providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination. In the event of termination the County shall be given the right to continue using the Contractor's services in full for a reasonable period of time until County shall have replaced such services. Contractor will agree to cooperate with the implementation of the replacement service should the County so request. During such transition period all terms and condition of the contract shall remain in full force and effect.

After replacement services have been secured and are operational the Contractor shall promptly remove any and all of Contractor's personnel, products, and equipment, unless such items remain with the County pursuant to the terms of this Agreement.

The Contractor shall have the right to pursue all remedies available in law or in equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Agreement as awarded by the Cook County Board of Commissioners.

The Contractor shall not unilaterally disrupt the operation of the System or unilaterally repossess any component thereof.

### **GC-34 Disqualification for Nonperformance (Cook County Ordinance Chapter 10, Section 7.3)**

No person or business entity shall be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the Cook County Board of Commissioners. The period of ineligibility shall continue for twenty-four (24) months from the date the board terminates the contract.

### **GC-35 Termination**

#### **A. Termination for Convenience**

The County may terminate this Agreement, or any portion, at any time by notice in writing from the County to the Contractor. If the Agreement is terminated by the County, the Contractor shall deliver to the County all finished or unfinished County's Documents, data, studies and reports prepared by the Contractor under this contract and these shall be and become the property of the County. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/goods actually performed/supplied by the Contractor to the date of termination. Such payment so made to the Contractor shall not exceed the value of the

Agreement as awarded by the County and shall be in full settlement for services rendered under this Agreement.

**B. Transition and Disentanglement**

In the event of any termination or expiration of the term of this Contract, Contractor shall cooperate reasonably in the orderly wind-down of the performance hereunder and the transition of County's information system processing capabilities to another software Contractor or other third party. Contractor shall timely provide whatever assistance County reasonably requests for a period of no less than one year after such termination or expiration and shall be compensated therefore at Contractor's then-current, standard hourly rates. Such assistance shall include, but not limited to, assistance in creating interfaces, performing data conversions and transfers and any other duty to aid in County's transition to a new information system or a new Contractor.

**GC-36 Use of Premises**

The Contractor shall confine the operations of his employees to limits indicated by laws, ordinances, permits and/or direction of the County and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

**GC-37 Accident Reports**

The County shall be given written notification within twenty-four (24) hours of any occurrence, at the County facility or otherwise, which pertains in any way to this Agreement and involves the Contractor's own personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time, and location of occurrence, extent of injury and/or damage, name(s) if eyewitnesses, and who treated the person for injuries sustained, and such other information as may be necessary. The local police should be notified of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police reports.

**GC-38 Minority and Women Business Enterprises Cook County Ordinance Chapter 10, Section 43.1 - 43.10**

**A. Policy and Goals**

1. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and Women-owned Business Enterprise Ordinance (the "Ordinance") which

establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source Agreements to certified MBEs and WBEs.

2. A Contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business; or by a combination of the foregoing.

3. A Contractor's failure to carry out its MBE/WBE commitments in the course of a Contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

**B. Required Submittal**

To be considered responsive to the requirements of the Ordinance: (i) a Contractor for professional and consulting service contracts shall submit items 1, 2 and 3 listed below; and (ii) a Contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a Contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the Contractor's proposal non-responsive and be rejected.

1. Affirmative Action Plan

Each Contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If Contractor has no internal affirmative action plan, Contractor shall submit a statement stating why Contractor has no such plan. In lieu of an internal affirmative action plan, a Contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

2. Contractor's MBE/WBE Efforts Documentation

Each Contractor shall submit with its proposal, supporting documentation that evidences efforts the Contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

3. Contractor's Statement - Use of MBE/WBE Professionals

Each Contractor shall submit with its proposal, a statement which discloses how the Contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

**C. Non-compliance**

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the Contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

**D. Reporting/Record-Keeping Requirements**

The Contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, Contractor is responsible for acquiring all necessary County reporting and record-keeping forms, which will be made available in the Office of Contract Compliance.

**E. Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to Contractor and subcontractor obligations.

**GC-39 Contractor Representations and Warranties**

**A. Organization and Standing**

The Contractor is a duly organized, validly existing and is in good standing under the laws of the State of its principal place of business. The Contractor is also duly qualified to transact business and is in good standing under the laws of the State of Illinois.

**B. Corporate Power**

The Contractor has the requisite legal and corporate power and authority to enter into this agreement and to carry out and perform its duties and obligations under the terms of this agreement.

**C. Authorization**

All corporate action on the part of the Contractor, its directors and stockholders, necessary for the authorization, execution, delivery and performance by the Contractor of this agreement and the duties and obligations contemplated hereby, has been taken.

**D. Solvency and Competency**

The Contractor represents that it is financially solvent. The financial information provided to the County by the Contractor is true and correct in all material respects. The Contractor and each of its employees, agents, and subcontractors, if any, are competent to perform their respective duties and obligations in designing, installing, testing, and making fully operational the System, and otherwise performing their duties and obligations under this agreement.

E. Review of Requirements for Project

The Contractor has carefully examined and analyzed the provisions and requirements of this Contract and the Contractor understands the nature of the duties and obligations required under the terms thereof, from its own analysis the Contractor has satisfied itself as to the nature of all things needed for the performance of this agreement, and all other matters which in any way may affect this agreement or the Contractor's performance under this agreement.

The Contractor was given ample opportunity and time and was requested by the County to review thoroughly all documents forming this agreement prior to execution of this agreement in order that it might request inclusion in this agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance. The Contractor did so review such documents, and either every such statement, representation, promise or provision has been included in this agreement or else, if omitted, the Contractor expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is ready, willing and able to perform this agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.

The Contractor shall visit the County facility and shall carefully examine and become familiar with all conditions that may in any way affect the performance of the terms and conditions of this agreement. Based on the site examination, Contractor agrees that the environment will accommodate the System.

F. Agreement Capable of Performance; Contractor's Expertise

The agreement is feasible of performance in accordance with all of its provisions and requirements and the Contractor can and shall perform, or cause to be performed, its duties and obligations in strict accordance with the provisions and requirements of this agreement. The Contractor represents that it has or will make investigations, inquiries and reviews of all available information and documents on the project as the Contractor deems necessary to proceed with the project. The Contractor remains solely responsible for collection and verification of all information used to implement the System.

G. Year 2000 Compliance

All Licensed Software is designed to be used prior to, during, and after the calendar year 2000 A.D. and (so long as County has installed all Contractor-recommended release and revision levels to the Licensed Software, and all manufacturer-recommended updates to the Equipment) the Licensed Software shall operate across such time period without material error relating to date data, when used with accurate date data in accordance with the Documentation and provided all other products used with the Licensed Software properly exchange date data with such Licensed Software. While Contractor makes no representations or warranties regarding such Equipment, Contractor represents that it has

tested the Licensed Software in conjunction with certain versions of Equipment, and that such Licensed Software and Equipment functioned successfully with respect to such Year 2000 Compliant matters (as defined hereinafter). In addition, as of the Effective Date hereof, Contractor represents that it is not aware of any significant Year 2000 Compliant issues relating to the Equipment offered hereunder when operated with the Licensed Software. For purposes of this Contract, "Year 2000 Compliant" shall mean that the date data containing dates outside of the range 1900-1999 will be correctly processed.

#### H. Pending Actions and Claims

There is no action, suit, proceeding or material claim or investigation pending or threatened against Contractor in any court, or before any governmental, agency or regulatory authority or instrumentality, domestic or foreign, or before any arbitrator or mediator of any kind, the determination of which might adversely affect County's use or right to use the System or restrict Contractor's performance under this Contract

#### I. Qualifications

Contractor is qualified to undertake the design and installation of systems of scope, purpose and magnitude comparable to the System, and that Contractor shall at all times use a commercially reasonable degree of skill and judgment to assure timely and satisfactory rendering and completion of the System and its other duties and obligations hereunder, subject to County's obligation to perform its duties hereunder in the same manner and to the same degree.

#### J. Time of the Essence

The Contractor and County understand that time is of the essence for this project and the Installation and Implementation of the System and agree to perform and complete the services required in accordance with the schedules developed and agreed to by the parties for this project, as summarized on the Implementation Schedule set forth in **Exhibit B** and on the Payment Schedule set forth in **Exhibit C**. Nothing in this section creates a limitation on the County's remedies for any other breach of this Contract.

K. Notwithstanding anything to the contrary contained herein, even if any dispute arises between the parties and regardless of whether or not any such dispute requires at any time the use of the dispute resolution procedures described herein, in no event for any reason shall Contractor: (a) disable, interrupt or otherwise interfere with the operation or use of the System, any portion thereof, or any other deliverable hereunder; or (b) perform any other action that prevents, slows down, or reduces in any way the Installation and Implementation of the System or the provision of any other services hereunder, or County's ability to conduct their business operations, unless (i) authority to do so is granted by County in writing or conferred by a court of competent jurisdiction, or (ii) this Contract has been terminated by Contractor for nonpayment of license or other fees payable under this Contract.

#### **GC-40 General Notice**

All notice required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notice shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

**To County:**

Purchasing Agent  
Cook County  
118 N Clark, Room 1018  
Chicago, Illinois 60602

The Office of the Cook County Treasurer Maria Pappas  
118 North Clark Street  
Room 212  
Chicago, Illinois 60602

**To Contractor:**

Scott M.F. Buchart, President  
Optical Image Technology, Inc.  
3006 Research Drive  
State College, PA 16801  
Facsimile Number: (814) 238-0011

#### **GC-41 Governing Laws**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

#### **GC-42 Severability**

The parties agree that, to the extent that a court of competent jurisdiction shall determine that any part or provision of this Agreement is unenforceable as a matter of law, the portion deemed unenforceable shall be severable and the remainder of the Agreement shall survive.

#### **GC-43 Entire Agreement**

This Agreement constitutes the entire Agreement of Contractor and the County with respect to the subject matter hereof and supersedes all other prior and contemporary Agreements,

understanding, representations, negotiations, and, commitments between Contractor and County with respect to the subject matter hereof. The headings of articles, paragraphs and sections in this Agreement are included for convenience only and shall not considered by either party in construing the meaning of this Agreement.

**GC-44 Approval Required**

This Agreement between the Contractor and County shall not become effective unless approved and accepted by the Cook County Board of Commissioners.

**GC-45 Binding Effect**

This Agreement constitutes the legal, valid, and binding contract, enforceable against the Contractor in accordance with its terms.

**GC-46 Survival**

The terms and conditions set forth in this Contract, which by their nature extend beyond its termination remain in effect until fulfilled.

**GC-47 Implementation**

**A. Project Implementation Scope**

The scope of implementation shall be based upon the project description set forth in Exhibit B and in accordance with the terms and conditions of this Contract.

**B. Changes in Scope**

Any changes to the scope of the responsibilities of the Contractor and County, as set forth herein, must be set forth in a separate document, approved in writing by both parties. Changes which extend the term of this Contract by more than thirty (30) days or which will increase the amount of this Contract by more than \$25,000.00 must be approved by the Board in advance and in writing.

**C. Conversions**

Unless otherwise mutually agreed in writing by Contractor and County, all System-related data conversions, if any, shall occur on weekdays and on other than Contractor holidays.

**D. Term of Project Implementation**

Contractor and County will each timely perform their respective and applicable tasks identified in **Exhibits B - Statement of Work** of this Contract so that each task shall be completed in accordance with the Implementation Schedule set forth as part of **Exhibit B**. Each task will actually conclude on the date, if any, when it has been successfully completed County and Contractor may change a task's scheduled completion date by amending, in a writing signed by

each of the Parties, such Implementation Schedule. Notwithstanding the foregoing, it is the intention of the Parties not to change the dates set forth on the Implementation Schedule. Changes which extend the term of this Contract by more than thirty (30) days or which will increase the amount of this Contract by more than \$25,000, must be approved by the Board in advance and in writing.

## **GC-48 Acceptance**

### **A. Pre-Production Acceptance Period**

County agrees to identify to Contractor in writing those System or Application related issues that exist or arise during the Pre-Production Acceptance Period which, if not resolved to County's satisfaction, could cause County to withhold its Acceptance for a particular Application of the System in the Production Acceptance Period. During the Pre-Production Acceptance Period, County shall test all components of the System. Contractor and County shall perform such thorough and adequate testing including but not be limited to parallel operations over an adequate period of time, and reasonably cooperate with, provide information, and allow the participation of County, so that County may reasonably identify all such issues. Such written identification of issues may be provided at any time, and from time to time, during such Pre-Production Acceptance Period. Upon receiving any such notice, Contractor shall promptly take such necessary and appropriate action to resolve each such issue so identified to the satisfaction of County. Contractor shall keep the Project Manager reasonably apprised in writing of the status of all such efforts at resolution. Contractor shall promptly notify County in writing when Contractor reasonably believes that each such identified issue has been resolved, so that County may re-evaluate such issue by causing the testing process described above to be repeated to the extent that County deems necessary. If County determines that any such previously identified issue has not been resolved to its satisfaction, upon County's written request setting forth the extent of the remaining issue, Contractor shall again promptly take such necessary and appropriate action to resolve such remaining issue and the process set forth above in this paragraph shall be repeated as County deems necessary. County and Contractor agree that First Productive Use shall not occur until all such pre-production issues are either resolved to County's satisfaction, or until County agrees in writing that such issues will not be used as a basis for County to withhold Acceptance in the Production Acceptance Period. However, County and Contractor may agree in writing to proceed to First Productive Use notwithstanding the existence of issues which must be resolved prior to Acceptance and in such instance, such issues shall be preserved.

### **B. Production Acceptance Period**

The Production Acceptance Period allows County to verify the performance and functionality of Applications, individually and collectively, and the System as a whole in a production environment, and to identify System or Application related issues that become apparent or occur during or after First Productive Use, which could cause County to withhold Acceptance. It is County's and Contractor's joint responsibility to cooperate and assist one another to permit verification by County that the Application and the System perform, without Material Error, all of the functions set forth in the Licensed Documentation and Documentation, any other product

descriptions and Exhibit B - Statement of Work, and that they conform in all material respects to the descriptions and specifications set forth in this Contract and the Documentation. This shall include stress testing. Should Material Errors arise or other failures, discrepancies or deficiencies be identified, County shall promptly send Contractor a notice of noncompliance which notice shall include a written, reasonably detailed description of each such discrepancy or failure of the System. If Contractor becomes aware of Materials Errors independent of its receipt of a notice of noncompliance from County, Contractor shall notify County in writing of such Material Errors. In either event, Contractor shall promptly take such action as necessary and appropriate to resolve such discrepancies and failures so identified and reported, but shall have the remainder of the Production Acceptance Period (as described below) to complete resolution of such discrepancies and failures. County shall, upon Contractor's request, re-test any modifications completed by Contractor during this period.

The Production Acceptance Period shall begin upon First Productive Use and shall continue for a period of sixty (60) days, at which time the Parties shall deem Acceptance of the respective Licensed Software Application to have occurred unless County shall have given a written notice of noncompliance to Contractor prior to or within ten (10) business days after the last day of such Production Acceptance Period. If Contractor receives such a notice of noncompliance from County within such timeframe, the test process shall be extended solely at County's discretion on a day-to-day basis, until the earlier of the following:

a. The Licensed Software Application and the System perform, without Material Error, and for a period of sixty (60) continuous days, all of the functions set forth in the Licensed Documentation and any other product descriptions and conform in all material respects to the descriptions and specifications set forth in this Contract and the Documentation, without any recurrence of the defects listed in the notice of noncompliance; or

b. Contractor notifies County that the maximum level of functionality has been achieved. Upon receipt of such notice, County shall agree in writing to accept those aspects of the System as it exists at that time without waiving its rights to require Contractor to provide the functionality required under the Licensed Documentation, product descriptions, RFP Response or Exhibit B, in which case Contractor shall provide Support for the Application(s) which do not meet such functionality requirements at no charge to the County until such time as the required functionality is achieved for purposes of a Production Acceptance Period, all Applications scheduled to Go Live shall be verified by County, with the reasonable cooperation and assistance of Contractor, during the Production Acceptance Period.

### **C. Interfaces**

Contractor shall use commercially reasonable efforts to promptly cooperate and work with the Treasurer's information system or other system Contractors to accomplish and complete all interfaces in a timely fashion and in accordance with mutually determined specifications. If, however, the interface fails, through no fault of Contractor, to perform or be completed in a manner acceptable to County prior to completion of the initial Production Acceptance Period, County may not withhold Acceptance if Contractor has demonstrated that Contractor's side of the interface operates properly and that Contractor fulfilled its obligations set forth above to exercise commercially reasonable efforts. In the event of such a failure, if such interface does not

function without Material Error for a period of sixty (60) consecutive days, and otherwise conform in all material respects to the applicable specifications and Licensed Documentation and product descriptions set forth in Exhibit B, Statement of Work, within sixty (60) days after completion of the Production Acceptance Period, County's remedy against Contractor shall be termination of the applicable Application of the System. Upon receipt of County's written notice of its desire to terminate such license, Contractor shall reduce the fees of the Contract associated with the applicable amount. Contractor will reasonably cooperate and work with other Contractors in an effort to accomplish interfaces pursuant to this Contract.

#### **GC-49 Licensed Software Support**

##### **A. Licensed Software Support and Support Fees**

Contractor shall provide County the maintenance and support services set forth in **Exhibit B** for one (1) year after installation and final acceptance at no additional cost. Contractor shall provide the County with maintenance and support services for the Years 2 through 5 for the fees set forth in Exhibit B – Statement of Work, Section V – System Pricing. Contractor's support consists of the components set forth in Exhibit B to this Contract.

##### **B. New Releases**

Contractor shall furnish County with New Releases (including updates, enhancements and new versions) of the Licensed Software, including all such New Releases that Contractor makes generally available to any other customers and at approximately the same time as such are made generally available, so long as County remains on Support and has issued its Acceptance of the Licensed Software. the price of each New Release (including updates, enhancements and new versions) is included in the Support fee. County shall, at its own expense, obtain from the supplier of its choice any equipment and third party software required to operate New Releases (including updates, enhancements and new versions).

#### **GC-50 Waiver**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

#### **GC-51 Contract Interpretation**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Contract, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn therefrom. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or

clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

#### **GC-52 Review of Requirements for Project**

The Contractor has carefully examined and analyzed the provision and requirements of the Contract and the Contractor understands the nature of the duties and obligations required under the terms thereof, from its own analysis the Contractor has satisfied itself as to the nature of all things needed for the performance of this Contract, and all other matters which in any way affect this Contract of the Contractor's performance under this Contract.

The Contractor has given ample opportunity and time and was requested by the County to review thoroughly all documents forming this Contract prior to execution of this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance. The Contractor did so review such documents, and statement, representation, promise or provision has been included in this Contract or else, if omitted, the Contractor expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is ready, willing and able to perform this Contract in its entirety without claiming reliance thereon or making another claim on account of such omission.

The Contractor has evaluated all costs and provided cost estimates in dollars setting forth all reasonably related costs of the specific project components, subcomponents, and service in such documentation and shall install the System and complete the project for the Contract price. The Contractor has visited the County's facility and has carefully examined and become familiar with all conditions which may in any way affect the performance of the terms and conditions of this Contract. Based on the site examination, the Contractor warrants that the environment will accommodate the System.

**EXHIBIT A**

F45



**Maria Pappas**  
**Cook County Treasurer**

March 26, 2003

Honorable John H. Stroger, Jr., President  
And Cook County Board of Commissioners  
118 North Clark Street, Room 537  
Chicago, Illinois 60602

Re: Contract #03-42-465

Dear President Stroger and Board of Commissioners,

The Treasurer's Office is requesting to amend prior authorization to enter into a contract which was Board approved on November 19, 2002 with Optical Image Technology, Inc., to provide a document management system (imaging), from a one year to a five year contract period.

**Reason:**

The request will allow Optical Image Technology, Inc., to provide consulting services to the Office during the implementation phases of the imaging system at a fixed rate not to exceed the total approved amount of \$1,350,000.00 over a five-year period.

Contract Period: December 1, 2002 to November 30, ~~2003~~ 2007.

Thank you for your attention to this request.

Sincerely,

  
Daniel R. Degnan  
Chief Financial Officer

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

APR 15 2003

COM \_\_\_\_\_



**EXHIBIT B**

**EXHIBIT B**  
**STATEMENT OF WORK**

**I. Overview**

Contractor's Licensed Software, DocFinity Suite of Electronic Document Management and Workflow Solution, shall provide County with a "State of the Art" technology platform to streamline manual paper driven business processes. Contractor's System shall provide tools to automate workflow processes, consolidate paper forms, reduce physical office file storage space, and reduce the need to print. The System shall enhance document and information access and retrieval and provide mechanisms of tracking, audit and accountability. Contractor shall provide Licensed Documentation to address the critical needs of back-up and disaster recovery. Contractor's System shall be user friendly and built on an open architecture. The System is backed up with extensive Licensed Documentation. The term "option" or "optional" as used in this Exhibit B shall refer to features that are included within the Licensed Software and available to the County at no additional charge.

The System provided by Contractor shall include DocFinity Licensed Software modules to enable County to scan paper records, add computer generated files (such as word processing, fax, spreadsheet, email, and other computer files) as well as capture, store, and index reports which are currently printed on mainframe (MIS) printers. Users of the System shall be able to rapidly search for and retrieve such documents via a desktop MS Windows based native client end, and also via a standard web browser. Contractor's Licensed Software is scalable to an unlimited amount of Users located around the world. The response times shall be benchmarked for the County on Treasurer's network for accurate and specific times.

The Licensed Software, Workflow module, shall allow County to design processes whereby the electronic documents can be routed to users, groups, roles, and proxies so that manual paper intensive processes can occur more expediently with a complete audit trail.

Contractor shall provide seamless integration of its Licensed Software with the Treasurer's current network infrastructure. Contractor shall provide user interfaces and user access points into the System. Contractor's System shall allow users to search for documents, retrieve and view documents, annotate and edit documents, create new documents, add documents to the system repository, process work/participate in workflows, and perform other similar tasks.

Contractor's System shall provide capability for multithreading, the concurrent processing of transactions with Contractor's server components. Contractor's System shall provide index capabilities for all types of documents. Contractor's Licensed Software shall consist of extensive querying, searching, and retrieval features and

functionalities that can be set-up/configured for ease of use. Contractor's Licensed Software shall provide electronic data interchange.

The Hardware provided by Contractor shall meet the Treasurer's hardware redundancy requirements.

Contractor shall provide integration and interfacing capabilities such as 3270 emulator linking. Contractor shall provide documentation complete with published database schema and corresponding reference data dictionary guides.

Contractor shall "train the trainers" to become proficient with the DocFinity Licensed Software tools, shall define and build scanning, indexing, retrieval, and workflow processes and shall train end users.

## **II. Project Components/Technical Solutions/Licensed Software/Hardware**

### **A. Imaging Licensed Software: DocFinity Imagining Enterprise, DocFinity Cold ERM Enterprise, DocFinity IntraViewer, DocFinity Full Text Server, DocFinity Email Manager, DocFinity Zone Base OCR and DocFinity Barcode Indexing.**

The Contractor's System shall perform the following functionalities in relation to the imaging aspect of this project:

- Collect and organize data via a folder or electric form metaphor by storing all of County's documents stored in the Docfinity Licensed Software repository, which may include, but not be limited to, scanned images, Word documents, and computer generated reports (hereinafter referred to as "Objects") in a cascade hierarchical structure, which emulates current storage of paper documents.
- Provide support for web forms using html, email specific forms, java-based forms, and XML forms. Contractor's Licensed Software has the capability of storing any Object within its repository in the Object's native format. The Object may be viewed in either the Contractor's Integrated Viewer Licensed Software or the Object's native application. The Integrated Viewer Licensed Software has the ability to view over 200 different file formats. Additionally Contractor shall provide XML FormFlow solution to the County. The XML FormFlow solution shall provide the County with the ability to create electronic forms, which can push and pull information from third party systems and databases.
- Run a test and development environment prior to each production deployment.
- Provide a batch scanning feature that shall store an unlimited number of scanned images for indexing later and/or at a different workstation on the network.

- Provide a duplex and simulated duplex scanning feature to the County. If the scanner utilized does not support duplex documents, then the simulated duplex scanning feature shall provide the ability to scan “front” and “back” and automatically merge pages together.
- Provide a test scan mode to check that image quality is acceptable.
- Save scanner settings by document type.
- Integration with the relational database management system (RDMS) of Microsoft SQL Server 2000 Enterprise Edition in a Microsoft Cluster environment.
- Licensed Software shall integrate with Microsoft Exchange 2000 and comply with all Internet Email standards. Additionally, Contractor’s Email Manager Licensed Software shall capture incoming and outgoing Email with attachments and automatically index them based on the Email header information (e.g. to, from, subject, date, etc.).
- Licensed Software is an open architected solution, which shall integrate with third party applications including, but not limited to, office automation suites. Contractor’s Office Importer Licensed Software shall automatically save documents originating from Microsoft Word or Excel with index information.
- Allow for data integration with mainframes. Contractor shall provide embedded 3270 linking capabilities. Contractor’s 3270 emulator shall work with County’s host integration Server and host integration Client environment. Users may screen scrape index information directly from 3270 sessions for indexing and querying.
- Ability to import images from other systems by providing an Importer module, which shall import Objects and index information from third party systems via flat file method.
- Store an unlimited number of indexes per document. As a default, Users may store twenty (20) structure index values per Object.
- Allow for multiple index pointers for the same image (having a single image copy but appear in multiple files/documents) and have the ability to create pointers to Objects whereby an Object can reside in multiple “documents” but only be stored once.
- Ability to append “documents” by inserting and/or deleting various Objects via a drag and drop interface provided the User has the appropriate security rights to do so.
- Support image compression over the network. Images are transferred via CCIT Group IV compression by default and uncompressed at the Viewer.
- Seamlessly integrate from one screen to another by providing a truly integrated document management solution with one User Front-End to control all user functions. Contractor’s User Front-End is an easy to use interface to navigate between User screens.
- Provide for online context-sensitive help at field and screen levels. The System shall contain the ability to create drop down or pick lists whereby Users are able to index information from a pre-defined list.

- Ability to create drop down or pick lists whereby Users are able to pick index information from a pre-defined list.
- The Licensed Software shall provide a Graphic User Interface (“GUI interface”) for all System functions.
- Ability to customize the User interface by User and/or group by limiting System functions and security.
- Contain embedded validation options to automatically extract index information from third party applications.
- The System is a Windows-based application and Users can utilize standard Windows shortcut keys.
- The Integrated View shall enhance viewing of Objects via zoom in zoom, outfit to page, rotate (90 and 180 degrees), enhance, grayscale, deskew and despeckle.
- Provide simultaneous access to Objects stored in the repository and Objects can be viewed simultaneously from different workstations.
- Provide for direct access to any page within a multiple page document provided the User has the proper security rights to view the document.
- Ability to “go to” and jump one page to another via the click of a button.
- Allow for concurrent display of at least two 8.5” x 11” images.
- For searching purposes, the System shall forward a hit list of all Objects that satisfy the search criteria, from which Users shall view, change/edit index information, send to ObjectPrint for automated printing/faxing, email Object via an attachment or URL, etc. and shall allow for Users to print the search results and/or save the search results. The System’s Query by Example feature provide Users the ability to create searches of any kind with a GUI, drag and drop interface, and save the searches for future use and/or use with the group.
- The System’s Query by Example feature shall provide for the creation of Boolean logic searches. The System saves these searches for future use or use with the group.
- The System’s indexing features are User definable and configurable and the scanner settings are controllable from a screen via use of a mouse.
- Provide for “check in/check out” functionality, which provides the ability for Users to access Objects simultaneously but only allows one User the ability to edit or annotate an Object at any given time.
- Support an unlimited number of Users scanning documents simultaneously.
- Integrate with many third party applications due to its truly open architecture.
- Consolidate indexing tasks on the scan workstation or distribute them across workstations.

- Provide numerous features to index Objects such as hierarchical indexes (e.g. cascade indexes), structured indexes (e.g. User keys) and unstructured keys (e.g. key words and full text) and can support an unlimited number of indexes.
- Provide embedded validation and 3270 linking features to streamline the indexing process. The User has the ability to enter one index field and System will populate the rest of the fields from other applications and/or host emulators.
- The Licensed Software supports multiple titles and international date formats.
- Support remote Users via its 32-bit Native client via the County's wide area network and/or its IntraViewer client via an industry standard web browser.

Contractor warrants that its System is open database connectivity ("ODBC") compliant. Core components of the Licensed Software use Native Mode and ODBC interfaces, which provide a common, vendor-independent method of accessing data from a variety of databases, including but not limited to: Sybase, Microsoft SQL Server, Oracle, Informix, Gupta's SQLBase, Ingres, and Sybase SQL Anywhere. The database connection can be made remotely, on a local server, or both.

Contractor's Licensed Software shall operate in an open-architecture mode. Licensed Software uses "off the shelf" database engines (such as Sybase, Microsoft SQL Server, Oracle, Informix, Gupta's SQLBase, Ingres, and Sybase SQL Anywhere) and "off the shelf" application servers (such as Microsoft XP, 2000 and NT) and "off the shelf" web servers (such as Microsoft IIS and Apache) and "off the shelf" storage (such as RAID, SAN, NAS, JukeBoxes, CD ROM, DVD).

Contractor's Licensed Software shall connect to the Microsoft SQL Server Enterprise Edition via native drivers or via ODBC. Contractor's Licensed Software shall connect to the storage devices either via an Universal Naming Convention ("UNC") or via a drive-letter mapping.

**B. Workflow design and workflow server: Docfinity Workflow Enterprise, DocFinity XML FormFLOW, DocFinity IntraViewer**

These Docfinity workflow design and workflow server components of the Licensed Software shall provide the following functionalities:

- Ability for Users to design multiple complex business processes including sub-processes and Boolean logic.
- Ability to provide a GUI interface to design workflow processes of any kind.
- Ability to provide a User friendly Workflow Designer with a drag and drop interface to define business roles.

- Ability to provide for multiple Users to design workflow processes simultaneously.
- Ability to provide routing of workflow jobs by Users and/or groups.
- Ability to provide design back up workflows if User is absent due to vacation or sickness.
- Allow Users to declare themselves unavailable for receipt of tasks for a specified time period.
- Ability for the Workflow Designer to provide a graphical representation for all System functions including Users, job functions, associated groups and reporting relationships.
- Ability to provide Users notification via email of workflow jobs and tasks.
- Ability for the Workflow Server to send alerts to Users and/or managers when jobs are almost due and/or overdue.
- Ability to automatically define required actions for Users receiving routed work.
- Ability to allow sender to add required actions for Users receiving routed work.
- Allow the Workflow Server to provide the ability to send reminder alerts to Users groups and supervisors of overdue jobs.
- Ability to provide a graphical User interface for all System functions including workflow queues, which display all jobs and tasks a User or group must complete.
- Allow multiple tasks to use the same components of a folder simultaneously and ensure those components stay updated in all folders that currently contain a copy.
- Provide multiple Users the ability to simultaneously work on the same task/file.
- Ability for the workflow solution to provide support for the workflow activities of any kind and be used as a tool to assist organizations to design their workflow processes electronically.
- Ability to support process rollback where a decision made in a step of a process is reversed.
- Ability to provide an option to automatically notify the originator upon the completion of tasks and of any overdue alerts that may occur.
- Ability to provide verification to the User and respective supervisor of the completion of a work task.
- Ability to track all User activity with a secure audit trail within the database and store all database information in a non-proprietary format within an industry-standard XML database and allow the administrators to push audit trail information to their favorite reporting tool (e.g. Microsoft Access, Crystal Reports, etc.) to create User productivity reports of any kind.
- Ability for the workflow solution to launch third party applications directly from the workflow process.

- Ability to run one or many threads of the Licensed Software on one or many servers. Contractor's application servers shall be used in parallel for load balancing, scalability and redundancy.
- Ability to allow supervisors to review all queues and status indicators of their subordinates.

### **C. Security Capabilities**

The System shall provide for the following security capabilities:

- Support Lightweight Directory Access Protocol ("LDAP") for accessing User information.
- Ability to allow administrators to limit or permit User access down to a page level, and assign or limit authorization to System functions such as defining reports, scanning, indexing, archiving and retrieval. The System security can be assigned by User and/or by group.
- Contains features for read-only access, password protection, document type, and encryption features for deploying web access.
- The System's Administration modules, DocFinity Imaging Enterprise, provide the ability to set password expiration dates and timeout intervals.
- The System's Administration modules, DocFinity Imaging Enterprise, provide the ability to set "expire time" for temporary employees, which allows administrators the ability to set a pre-defined period for User accounts. After the period expires, the System automatically inactivates the User profile.
- The System's security options can apply to either User and/or group. Users adopt all rights and security of the group they belong to and can belong to more than one group.
- Supports individual security and read only access.

### **D. DocFinity Electronic Signature Server**

Contractor's Electronic Signature Server shall provide the County with the ability to electronically sign Objects within the System's Object repository via a minimum of 128-bit encrypted signature token.

### **E. DocFinity Zone Based OCR Module**

The System shall provide a Zone OCR module to streamline the indexing process via automatic extraction of index information from pre-defined zones.

### **F. DocFinity Barcode Indexing Module**

The System provides an automated barcode indexing module to assist in streamlining the indexing process. It provides the ability to recognize all industry standard barcodes. Barcodes can be used for batch separators and/or index extraction.

### **G. DocFinity Print/Fax Server**

The System's Print/Fax Server module provides a print/fax server, which integrates with fax server technology. The Object Print module has the ability to batch print and/or fax Objects out of the repository without slowing down the Users' desktops.

### **H. DocFinity IntraViewer**

The System supports web application standards including Enterprise Java Beans, the Common Request Broker ("CORBA") and XML running on Microsoft Internet Information server or the current version.

The DocFinity IntraViewer module provides User access to the DocFinity Licensed Software via any standard web browser like Internet Explorer 5.0 or higher and Netscape Navigator 7.0 or higher, which are both supported by the System.

### **I. DocFinity Hierarchical Storage Manager (HSM)**

The System shall provide the following functionalities:

- Display the first page of a document while the rest of the document is cached to the local fileserver, regardless of location, to minimize network traffic.
- Ability to create retention schedules to migrate Objects from one storage device to another and to purge Objects out of the System after a pre-defined time period.
- Ability to easily access archived historical data.

### **J. DocFinity Full Text Server**

The System provides a Full Text Server, which provides ability to search document contents for alpha-numeric characters. The System has the ability to search any Objects stored in the repository and contains Full Text OCR capabilities to extract text from scanned images and provides for Boolean logic to search and retrieve Objects via Full Text indexes.

### **K. Hardware**

The System Hardware shall have the following capabilities:

- Support Microsoft Windows 2000 Advanced Server in a Microsoft Clustered environment.
- Support Microsoft SQL 2000 Enterprise edition in a Microsoft clustered environment.
- Support TCP/IP, IPX/SPX, NetBui, and Net BIOS network protocols.
- Ability to scan 100,000 images per year, COLD-ERM volume of 1500 pages/day, and storage of up to nine (9) years worth of data.

### **III. Deliverables**

#### **A. Licensed Software List**

Contractor shall deliver the following Licensed Software to the Treasurer:

- DocFinity Imaging Enterprise (Formerly OptiIMAGE Enterprise)
- DocFinity COLD-ERM Enterprise (Formerly OptiFICHE Enterprise)
- DocFinity Workflow Enterprise (Formerly OptiFLOW)  
DocFinity XML FormFLOW (Formerly XML FormFLOW)
- DocFinity IntraViewer (Formerly IntraVIEWER)
- DocFinity AutoARCHIVE (Formerly AutoARCHIVE)
- DocFinity HSM (Formerly ObjectSERVE)
- DocFinity Print/Fax Server (Formerly ObjectPRINT)
- DocFinity Electronic Signature Server (Formerly Electronic Signature Server)
- DocFinity Full Text Server (Full Text Server Module)
- DocFinity Email Manager (Formerly Email Manager Module)
- DocFinity Barcode Indexing Module (Formerly Automated Barcode Indexing Module)
- DocFinity Zone Based OCR Module (Formerly Zone Based OCR Module)

#### **B. Hardware List**

Contractor shall deliver the following Equipment and or Hardware to the Treasurer:

- Dell/CS 400 Disk Processor Enclosure Array (SAN)
- Dell/Power Edge 2650 (web server cluster)
- Dell/Power Edge 6650 (Database and OIT Application Server Cluster)
- Dell/OptiPlex GX260T (Scan Stations)
- Dell/Power Rack
- MS SQL Server 2000 Enterprise Edition
- Fujitsu M4087D VRS Scanners and Accessories

#### **C. Document Deliverables**

Contractor shall deliver the following Licensed Documentation to the Treasurer:

- Administration and DocFinity Importer Reference Guide
- Archive, UnArchive, and DocFinity AutoARCHIVE Reference Guide
- DocFinity COLD-ERM Reference Guide
- Supplemental Reference Guide
- DocFinity Workflow and DocFinity XML FormFLOW Reference Guide
- DocFinity Define Reference Guide
- DocFinity Imaging and Native Client Reference Guide
- DocFinity IntraVIEWER Reference Guide

- DocFinity Define Quick Reference Guide
- DocFinity COLD-ERM DLL API Reference Guide
- Split by PKX Reference Guide
- TDT Reference Guide
- DocFinity IntraVIEWER API Reference Guide

**D. Installation and Implementation**

Contractor shall provide the following Installation and Implementation services prior to Final Acceptance of the System:

- Licensed Software Installation and testing services
- Licensed Software Training services.
- Licensed Software custom programming services.
- System Technical Support and trouble shooting services
- General project management services, which include but are not limited to performing presentations (automated power point), System assessment, conversions, testing, training, integration, and standardization of Licensed Software and Hardware, and or County's procedures.
- Review Treasurer's existing business processes to gain thorough understanding of users environment, preferences, variations, technique and efficiency.
- Reconcile discrepancies found in the variations of business processes, re-engineer the business process for maximum efficiency while retaining flexibility, scalability, and reliability.
- Consolidate the business processes and migrate them for the Treasurer with the Licensed Software.
- Evaluate business processes and find methods of applying Licensed Software Workflow module and design as many step workflows as required by the Treasurer.

**E. System Testing**

1. Contractor and Treasurer shall mutually agree in writing upon Acceptance testing criteria and protocols. At minimum, Contractor shall provide the following Licensed Software Installation and System Validation Test.:

- Install all Licensed Software on the System.

- Run Maketable to create default tables on database.
- Setup Licensed Software, License Manager, to monitor Treasurer's usage.
- Define System test and obtain approval from Treasurer's Project Manager
- Begin System test.
- Validate System test result
- Obtain System test acceptance from Treasurer's Project Manager.

2. Contractor's test of the System shall include at minimum the following procedures, which may be modified by Treasurer's Project Manager after System installation:

a. DocFinity Imaging:

- Run Administration module
- Setup three (3) Users
- Setup two (2) groups
- Make Users members of groups
- Test that Users can login
- Create a single cascade structure with a single entry per level of cascade
- Scan an image into a batch
- Index the image from the batch to the above created cascade
- Set User keys and keywords on the item
- Cascade retrieval and view image
- Simple find retrieval and view image
- Keyword search and view image

b. DocFinity COLD:

- Take a single line-data report
- Define the report using only report and date as storage criteria (no detailed line-level or triggered indexing yet)
- Archive the report
- Import the report
- Launch autoarchive
- Configure autoarchive to run the above report automated
- Drag/drop the same raw report into the autoarchive-monitored directory
- Monitor the process of autoarchive/import run without User intervention (other than dragging the report into a directory)

c. DocFinity WORKFLOW:

- Define one simple 3-standart-step workflow with the job starting with User A, then it goes to User B, then back to A (where A and B are the Users defined in the first ADMIN step above).
- Start the workflow server and set it up to process the above workflow process

- Drag/drop a job from OIT32.EXE into the above workflow.
  - Login as User A, process the standard first step.
  - Login as User B, process the standard second step.
  - Login as User C, process the standard third step.
  - Verify that the job is complete (via Contractor visually inspecting finished jobs)
- d. DocFinity IntraViewer:
- Before installing, verify that a workstation can see the default IIS web page from Microsoft on the web servers.
  - Install IntraViewer on one of the web server cluster machines.
  - Point the same workstation's browser to the Contractor logon.cfm IntraViewer file.
  - Logon as User A above
  - Cascade retrieval and view image
  - Single find retrieval and view image
  - Keyword search and view image
- e. DocFinity XML FormFlow:
- Design a simple form with three text boxes which are not linked to any tables (as these are unknown at this point)
  - The form will have a text field for Name, Phone number, and Email address.
  - Save the form as Sample Form.
  - Preview the form in the browser
  - Close the designer
  - Re-run the designer
  - Open the above form and verify that it re-opens properly.
  - Logon with the IntraViewer testing station from above.
  - Go to first cascade entry and run this XML form so that it attaches to the cascade entry.
  - Fill in the three fields and submit the form
  - Close/reopen the cascade item
  - Verify the form exists
  - View the form and ensure the data from the submission is on the form (Name, Phone, Email).
- f. DocFinity HSM:
- Configure the MOVE settings to move the above image that was scanned from one root directory to another (ex: from\platter1\to\20030101\).
  - From OIT32.exe, view the image again and verify that it comes from the new platter directory instead of from the original.
- g. DocFinity Print/Fax Server:

- Configure the drives for this server
  - Verify that other windows applications can print to a network printer that this workstation will be printing to (e.g. type a letter in notepad and print it to the default printer)
  - Configure a single network printer which can be seen from this station per the above print test
  - From OIT32.exe, mark the scanned image for printing via this server
  - Verify that this server print the image
- h. DocFinity Electronic Signature Server:
- Configure the server with a single User Id//password for signatures
  - From OIT32.exe 'sign' the page via the OIT 'sign' option in cascade
  - From OIT32.exe, view signatures
  - Verify that the above signature entry is listed
  - View the 'signed copy' from OIT32.exe
- i. DocFinity FullTextServer:
- Configure the drives, blank database directory, and other configuration options
  - Setup a single SQL statement to capture the image that was scanned in the original step of scanning
  - Setup a single full-text database to hold the data captured in full text indexing
  - Start the server
  - Verify that the full text database files were created
  - Perform OIT32.exe pick full text search
  - Perform a search on a word within the image that was properly and accurately read during the OCR process (note: not all words will work at all times depending on the document scanned, quality of the document, content of the document, etc.)
  - View the image from the full text hit list
- j. DocFinity Zone OCR:
- Run OIT32.exe
  - Enable the zone OCR custom feature
  - Scan a single image (same image as original IMAGING test) into a batch
  - Pick power index from OIT32.exe
  - Click on the OCR tab
  - Define three zones over accurate, readable text, and map them to User Key 1, User Key 2, User Key 3.
  - Save the zones as a template
  - Go to the User keys tab
  - Pick OCR
  - Verify that the User Keys fill in with the zoned text

- Close the batch so that the data is saved
- Pick simple find from OIT32.exe
- Simple-find search on one of the three fields zoned from above
- Verify that the record displays
- View the image

k. DocFinity Barcode Indexing:

- Create a code 3 to 9 barcode batch cover sheet with a single barcode index item
- Run OIT32.exe
- Configure the OIT.32 barcode custom feature
- Tell the barcode value to be used for User Key 1
- Place the same image used in the first test behind the cover sheet with the barcode cover
- Scan the batch of two sheets (cover with barcode, followed by a single image)
- Verify that the barcode is read and the index value from the barcode is applied to User Key 1
- Perform a simple find on the index value from the barcode.
- View the image.

l. DocFinity Email Manager:

- Run the Email Manager server and configure the POP3/SMTP email server, account, and password for the server to monitor (example [keeme@docifinity.com](mailto:keeme@docifinity.com))
- Configure the drives, etc. to capture the incoming emails into the System storage drive, and configure the cascades to autopopulate. (Cascade = Test/Email Manager/⟨⟨from⟩⟩/Today's Date/Emails.
- Send an email to the above email account.
- Verify that the Email Manager pulls the email from the server, adds the above cascade entries into the OIT cascade, and that the email message is stored in the System.
- Run OIT32.exe and drill down the above cascade, then either view the test or open the item in Application to see the item view within the Outlook email client (requires Outlook to be installed on the machine running OIT32.exe that wishes to view the .MSG file within Outlook).

**F. System Licensed Software Support and Maintenance**

1. Licensed Software Maintenance and Support services for Years one (1) through five (5) are included within the amounts paid by the County under this Contract and shall include the following:

- Annual Licensed Software support at no additional charge for Year 1 following the date of Installation and Final Acceptance of System.

- Technical Support for twenty-four (24) hours, seven (7) days per week, 365 days per year.
- Technical web submission/email/toll free telephone support shall included help desk support for Licensed Software and System Hardware.
- Free upgrades to new releases and versions of the Licensed Software.
- Access to the Contractor's four (4) FTP sites and remote access via County approved methods.
- Program's defect fix service.
- Quick and easy custom tweaks/enhancements.
- Contractor's beta user/tester program.

2. Upgrades to New Releases and Versions of the Licensed Software

County shall receive enhancements, releases and upgrades to versions of Licensed Software and corresponding Licensed Documentation. This shall include any version, release, revision, modification, refinement, fix, work around, or improvement that is incorporated into the Licensed Software, which add or enhance functionality or improve performance. Contractor represents and warrants that all new releases and versions delivered to County shall perform at least according to the same functionalities that are contained in the Licensed Software at the time licensed by County and that such new release and versions shall not decrease or enhance functionality or adversely affect performance of the Licensed Software.

3. Access to the Contractor's FTP site

Access to Contractor's FTP sites shall enable Treasurer to transfer files back and forth for testing, trouble shooting and for distribution of enhanced interim releases.

4. Direct Remote Access Support

Contractor shall provide County with support via web-based tools that require County to only enter a web session established by Contractor for support purposes. This program expedites Contractor's support staff access to the System directories to view any problems being experienced, to make corrections of any installation errors/file placements within directories, to edit/change settings, to install new/enhanced/upgraded software versions, and to conduct administrator/user training.

5. Program Fix Service

If Licensed Software as furnished and without County modification fails to function in accordance with the Contractor's Warranty and the published specifications set forth in the Licensed Documentation due to an error in the Licensed Software and it has been reasonably determined that the failure is not due to incorrect or defective data entry or operator performance, Contractor shall make a prompt and reasonable attempt to provide a program patch to correct such error or malfunction. Contractor shall respond to County's report or request for support within four (4) hours of report or request when

received. Four (4) hours shall be the maximum time interval between report/request and response/message back from Contractor. Contractor may verify the existence of a reported error. Error verification shall be conducted through Contractor's technical support offices. If Contractor is unable to provide a program fix remotely, then Contractor shall provide qualified personnel onsite as early as practicable but commencing no later than twelve (12) hours after initial notice by County of such problem.

#### 6. Customization/Enhancements

Contractor shall optimize Licensed Software for Treasurer's specified use upon request. Upon reviewing Treasurer's request for customization and or enhancement of Licensed Software, Contractor shall provide a written estimate of the number of man-hours and Key Personnel required to accomplish Treasurer's request. Any customizations and or enhancements that shall require less than eight (8) hours, either onsite or remote, shall be deemed provided at no additional cost to the County. Any customizations and or enhancement that shall require more than eight (8) hours, either onsite or remote, shall be billed under the Professional Consulting Services. All customizations and or enhancement whether considered part of System Maintenance and Support or Professional Consulting Services shall be approved in writing by Treasurer's Project Manager before commencing.

#### 7. BETA User/Test Program

This program provides new products as they become available for testing if Treasurer opts to participate in it. Contractor shall inform the County of this program's limitations and restrictions on ancillary services, such as support, at the commencement of BETA test participation.

### **G. Training**

Contractor shall conduct Licensed Software Training as specified in Phases I through IV.

1. Contractor shall conduct the following Phase I Imaging/Document Management System Software Training Agenda and deliver the following Phase I Training Deliverables:

- a. System Overview
  - Detail review of System components
  - How the Licensed Software works with the end User and the database
- b. Admin Module
  - Drives and directories
  - Creating new Users
  - Feature rights

- Feature Rights Explanation
    - Adding Rights
    - Deleting Rights
  - Group Maintenance
  - Security Options
    - Cascade Level Security
    - User Security
    - User Key Security
  - Key Aliases
  - Look up lists
  - Users menu
  - Utilities menu
  - NT Synchronization
- c. DocFinity Imaging
- Creating a cascade
  - Scanning
    - Into a cascade
    - Into a batch
    - Options (multiple pages, auto prompts delete threshold)
  - Assigning User Keys, Key words, and memos within a batch
  - Power Indexing
    - Selecting batches
    - Assigning User keys and keywords
    - Cascade level linking
    - Using templates/definitions
  - Searching for your documents
    - Simple find
    - Key word search
    - SQL query
    - Cascade Search
    - Query by example
  - The Viewer
    - Page Manipulation
    - Enhancements
    - Annotations
- d. DocFinity Full Text Server Module
- Overview and discussion of DocFinity Full Text Server Module
  - Set-up and Configuration
  - Enabling Full Text Server Functionality with DocFinity Imaging
- e. DocFinity Zone Based OCR Module
- Overview and discussion of DocFinity Zone OCR Module
  - Set-up and Configuration

- Enabling Zone OCR Functionality with DocFinity Imaging
2. Contractor shall perform the following Phase II Web Access, XML Forms, and File/Data Migration and Management Training Agenda and deliver the following Phase II Training Deliverables:
- a. Web Browser Access...DocFinity IntraViewer
    - DocFinity IntraViewer Overview
    - Microsoft Internet Information Server ("IIS") Administrative Functions
      - Configuring the DataSource
      - Debugging
      - Controlling session times
      - Global system settings
    - Retrieval
      - Cascade Search
      - Simple Find
      - QBE
      - Building queries
      - Running save queries
    - Pulse Check
      - Cascade organization
    - User key assignments
  - b. DocFinity XML FormFlow
    - Overview and discussion of functionality
    - Set-up and Configuration
      - Server Configuration for underlying display engine
      - Client Configuration for the form designer
    - Database Integration
    - User training
  - c. DocFinity HSM
    - DocFinity HSM overview
    - Configuration of Migration
      - Configure moves
      - Schedule moves
      - Schedule purge
    - Configuration of retrieval
  - d. DocFinity Print/Fax Server
    - DocFinity Print/Fax Server overview
    - Print/Fax Server configure options
    - Print/Fax Server Operation

3. Contractor shall perform the following Phase III Workflow and Electronic Signature System Software Training Agenda and shall deliver the following Phase III Training Deliverables:

- a. DocFinity Workflow Training on Licensed Software, Workflow Designer module
  - Overview of all components of Workflow
  - Workflow design training
  - The Standard step
    - Distribution methods and tasks
  - The Boolean, Start Flow, and End Flow Steps
  - Design a simple flow using Standard, Boolean, Start Flow and End Flow steps
  - Flow a job in your designed flow
  - Go over the remaining 11 steps
    - Design mini flows using each step
  - What the menu bar and the tool bar of the designer contains
- b. DocFinity Workflow Training on the Workflow Server
  - Detail review of Workflow Server
    - Explanation of everything that consists in the Workflow Server
- c. DocFinity Workflow Training on the Licensed Software, Workflow Client
  - How the Front-end/user interface is used with Workflow Licensed Software
    - Explanation of everything that consists with Workflow in the Front-end
- d. DocFinity Workflow Training on the Licensed Software, OptiFlow Start thinking of how your business processes will work with Workflow.
  - Start designing some simple flows relating to your business process.
  - Recap on information that was previously introduced.
  - Go over anything else that was misunderstood or needs more practice.
- e. DocFinity Electronic Signature Server
  - Overview and discussion of functionality
  - Set-up and Configuration
  - Admin Training
    - Creating Ids
    - Creating Passwords
    - Creating comments
  - User Training
    - Signing documents
    - Viewing signed documents

4. Contractor shall perform the following Phase IV COLD/ERM System Software Training Agenda and deliver the following Phase IV Deliverables:

- a. Licensed Software Review
  - Detail review of Licensed Software components
  - How Licensed Software works with the end User and the database
  
- b. Review Administration Module
  - Drives and directories
  - Creating New Users
  - Feature rights
    - Feature rights explanation
    - Adding rights
    - Deleting rights
  - Group Maintenance
  - Security Options
    - Cascade level security
    - User security
    - User key security
  - Key Aliases
  - Look up lists
  - Users menu
  - Utilities menu
  - NT Synchronization
  
- c. DocFinity COLD-ERM
  - Provide overview
  - OptiFICHE.INI
  - Initial Report Definition (DocFinity Define)
  - Archive
  - File scrubbing
  - Walk through report definition and index extraction
    - Instructor led report definition
    - Instructor led archiving
  - Each person define, archive and generate index files
  - Archive options
    - Lookup.txt
    - Exception.rpt
    - Triggered Indexing
    - Cascade Structure (using the report date for the 5<sup>th</sup> cascade level)
  - Importer operation and options
    - Cascade.txt
    - Mergeline
    - Mergekey
  
- d. DocFinity AutoArchive
  - Provide overview
  - Set-up and Configuration

- Options
  - Enabling with OptiFICHE
- e. DocFinity COLD-ERM Report Retrieval
- Searching for your documents
    - Simple find
    - Key word search
    - SQL query
    - Cascade search
    - Report browser
    - Query by example
  - The Viewer
    - Page manipulation
    - Enhancements
    - Annotations
    - OptiFICHE Viewer vs. Integrated Viewer
- f. Back-up setting files
- Optech.ini
  - Optifiche.ini
  - Exception.rpt
  - Mergeline.ini
  - Mergekey.ini
  - DATs and TDTs
- g. DocFinity Email Manager
- Provide overview
  - Set-up and Configuration
  - Options
  - Enabling Email Manager

Contractor shall train a minimum of at least ten (10) or more of Treasurer's staff members, at Treasurer's option, for each of the training segments as described in Phases I through IV, including but not limited to, all Licensed Software Installation, set-up administration, and User aspects.

Contractor estimates thirty (30) days of onsite installation training and implementation services split between the four (4) Phases. Both parties shall work together regarding how and when Contractor's onsite services shall be scheduled.

## **H. System Configuration**

The following Hardware configuration is being provided by Contractor after having reviewed the Treasurer's requirements. In the event the Hardware is not suitable to accommodate the requirements of the Treasurer or does not optimize and fully support

the Licensed Software, then Contractor agrees to provide additional and or suitable Hardware components at no additional cost.

QUANTITY: 1	
Base Unit:	Dell   EMC CX400 Disk Processor Enclosure Array (221-1684)
	15X73GB 10K FC-2 Hard Disk Drive for DAE2 (340-7018)
	Dell/EMC Navisphere Manager Tier 6 (420-2650)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (960-0110)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (960-0112)
	Premium Enterprise Support - Gold - Advanced Software Support (960-0139)
	Premium Enterprise Support - Gold - Premium Services (960-0158)
	DPE Installation (950-6737)
	Navisphere Manager Installation (950-6759)
	Fibre Channel Cluster Kit Installation For Dell/EMC2 (902-1687)
	SAN Implementation, 1-4 Hosts (902-0778)
	Access Logix Tier 6 for CX400 (420-1667)
	Storage Cluster Information Fibre Channel Cluster, EMC Fulfilled (310-1184)

QUANTITY: 1	
Base Unit:	Dell   EMC DAE2 Disk Array Enclosure (221-0894)
	15X73GB 10K FC-2 Hard Disk Drive for DAE2 (340-7018)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response Initial Year (950-5600)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response 2YR Extended (950-5602)
	Premium Enterprise Support - Gold - Premium Services (950-5917)
	DAE Installation (950-6738)

QUANTITY: 2	
Base Unit:	16-Port Fibre Channel-2Gbit Switch with 16 Short-Wave Fibre Channel Ports (220-8296)
	10M Multi-Mode FC Cable LC-SC (310-0794)
	10M Multi-Mode FC Cable LC-LC (310-0756) - Quantity 6
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (950-1720)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (950-1722)
	Premium Enterprise Support - Gold - Premium Services (950-5927)
	Premium Enterprise Support - Gold - Advanced Software Support (950-5987)
	16-Port Switch Installation (950-6747)

<b>QUANTITY: 2</b>	
Base Unit:	Qlogic 2340 2GB Optical HBA with Windows 2000 Drivers attached (221-1287)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (950-1740)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (950-1742)
	HBA Installation (950-6748)
	Navisphere Power Path Installation (902-4367)
	Navisphere Agent Installation (950-6758)

<b>QUANTITY: 2</b>	
Base Unit:	Qlogic 2340 2GB Optical HBA with Windows 2000 Drivers attached (221-1287)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (950-1740)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (950-1742)
	HBA Installation (950-6748)
	Navisphere Agent Installation (950-6758)
	Navisphere Power Path Installation (902-4367)

<b>QUANTITY: 4</b>	
Base Unit:	Qlogic 2340 2GB Optical HBA with Windows 2000 Drivers attached (221-1287)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (950-1740)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (950-1742)
	HBA Installation (950-6748)

<b>QUANTITY: 2</b>	
Base Unit:	PowerEdge 2650,1.8GHz/512K Cache Xeon (220-8928)
Processor:	Information,No Second Processor (311-1193)
Memory:	1GB DDR,200MHz,4X256 DIMMS (311-1616)
Keyboard:	No Keyboard Option (310-3281)
Monitor:	No Monitor Option (320-0058)
Hard Drive:	18GB,U160,SCSI,1in 10K,for PowerEdge 2650 (340-3934)
Hard Drive Controller:	PERC3,DC,128MB,1 Internal & 1 External Channels,With Documentation (340-2488)
Floppy Disk Drive:	1.44MB,3.5 in,Floppy Drive Dell PowerEdge Servers (340-3961)
Operating System:	Windows 2000 Advance Server,25Client Access Licenses, English (420-0234)
Operating System:	Dell OpenManage Kit,32-Bit (310-1261)
Mouse:	Mouse Option None (310-0024)
NIC:	Dual On-Board NICS ONLY (430-8991)
CD-ROM or DVD-ROM Drive:	24X IDE Internal CD-ROM,Black,for Dell PowerEdge (313-0317)
Sound Card:	Bezel Option for Dell PowerEdge 2650 (310-1487)
Speakers:	5 Bay SCSI Hard Drive Backplane,1X5, (1 in only) PowerEdge 2650 (340-3932)
Documentation Diskette:	No Hard Copy Documentation (310-1989)
Additional Storage Products:	18GB,U160,SCSI,1in 10K,for PowerEdge 2650 (340-3934)

Feature	AR1,Add-in RAID 1,C6,for Dell PowerEdge 2650 (340-3950)
Feature	RapidRails for Dell Rack (310-1482)
Service:	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (900-6350)
Service:	Premier Enterprise Support - Gold - Advanced Software Support Quantity 3 Resolutions (950-0117)
Service:	Premier Enterprise Support - Gold - Premium Services, 2YR Extended (950-0119)
Service:	Premier Enterprise Support - Gold - Premium Services, Initial Year (950-0138)
Service:	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (900-6362)
Installation:	On-Site Installation Declined (900-9997)
Misc:	Power Supplies,2x500W,AC Redundant,for Dell PowerEdge 2650 (310-1485)
Misc:	Intel Pro 1000XT Copper Gigabit Network Adapter (430-0375)

<b>QUANTITY: 1</b>	
Base Unit:	PowerEdge 4210,Frame,Doors, Side Panel,Ground,42U,PS (220-4494)
	1U,Flat Panel Monitor/Keyboard/Mouse,Tied (310-2574) - Quantity 2
	12' Cable,16 pin,Switch Box, Mouse/Keyboard/Video (310-0977) - Quantity 8
	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (900-6220)
	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (900-6222)
	42U Rack Installation,Quantity1, (900-6177)
	Inside Delivery Service for Dell PowerEdge Rack System (460-0566)
	15 Amp, NEMA, Standard Power Strip, 120V (310-1875) - Quantity 4
	16 Port Keyboard/Monitor Switchbox,Black,for Dell PowerEdge (310-0971)
	Uninterruptable Power Supply, 3000, 120 Volts, 3U Rack Mount (310-2826) - Quantity 2
	42U Rack,Cost Red,Side Stabilizer (310-1791)

<b>QUANTITY: 1</b>	
Base Unit:	PowerVault 136T, SDLT, 160/320GB, RackMount (221-2157)
	45 Slot Column,PowerVault 136T (340-3389)
	10 Slot Mailbox,PowerVault 136T (340-3392)
	Fiber Channel Bridge, FC2, 2GB/s (340-8190)
	2 Drives, SDLT, 160/320GB (340-8184)
	Two Multi-Mode FC Cables, SC-LC, for FC2 switch, 10 meters, PowerVault (310-1945)
	Rapid Rails for Dell Rack (310-0551)
	Redundant Power Supply,65W, PowerVault 136T (310-0522)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (900-6592)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (900-6730)
	Premier Enterprise Support - Gold - Advanced Software Support Quantity 3 Resolutions (950-0117)
	Premier Enterprise Support - Gold - Premium Services, 2YR Extended (950-0119)
	Premier Enterprise Support - Gold - Premium Services, Initial Year (950-0218)
	Installation, PowerVault, Low, SAN Environment (950-7727)
	Tape, Media, SDLT220/SDLT320, 5Pk (340-7445)

<b>QUANTITY: 2</b>	
Base Unit:	PowerEdge 6650 1.5GHz/1MB Cache Xeon, Redundant Power (221-1981)
Processor:	Quad Processors 1.5GHz/1MB Cache, Intel Xeon (311-2346)

Memory:	1GB DDR SDRAM (4X256MB) (311-1541)
Keyboard:	No Keyboard Option (310-3281)
Monitor:	No Monitor Option (320-0058)
Hard Drive:	18GB,U160,SCSI,1In 10K (340-3767)
Hard Drive Controller:	PERC3,DC,128MB,1 Internal & 1 External Channels,With Documentation (340-2488)
Floppy Disk Drive:	1.44MB,3.5In,Floppy Drive,for Dell PowerEdge Servers (340-3612)
Operating System:	Windows 2000 Advance Server,25Client Access Licenses, English (420-0234)
Operating System:	Dell OpenManage Kit,32-Bit (310-1261)
Mouse:	Mouse,Wheel,1.3A,Microsoft, Server,Midnight Gray (310-3777)
NIC:	Dual On-Board NICS ONLY (430-8991)
CD-ROM or DVD-ROM Drive:	24X IDE Internal CD-ROM,Black,for Dell PowerEdge (313-0317)
Documentation Diskette:	No Hard Copy Documentation (310-1989)
Additional Storage Products:	18GB,U160,SCSI,1In 10K (340-3767)
Feature	AR1 Add-in RAID 1 (340-3861)
Feature	Rapid Rails,PE6650 (310-1453)
Service:	Premier Enterprise Support - Gold - Advanced Software Support Quantify 3 Resolutions (950-0117)
Service:	Premier Enterprise Support - Gold - Premium Services, 2YR Extended (950-0119)
Service:	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (900-6352)
Service:	Premier Enterprise Support - Gold - Premium Services, Initial Year (950-0128)
Service:	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (900-6370)
Installation:	On-Site Installation Declined (900-9997)
Misc:	Intel Pro 1000XT Copper Gigabit Network Adapter (430-0375)
Software	PowerSuites, CA ARCSERVE, SAN Suite, Customer Install (420-0976)

QUANTITY: 5	
Base Unit:	OptiPlex GX260T, 2.00GHz, P4, 400FSB, 512K Cache, Gray SmallMinitower Base (220-9764)
Memory:	256MB, Non-ECC, 266MHz DDR, 1x256, GX260 (311-1711)
Keyboard:	Dell PS/2 Keyboard in Gray, NoHot Keys, Optiplex (310-1515)
Monitor:	Dell M992, 18.0 Inch Viewable Image Size, Optiplex, Gray (320-0528)
Video Card:	Integrated Video - Intel DVMT,GX260 (320-0428)
Hard Drive:	20GB EIDE, 7200 RPM, Value ATA/100 Hard Drive, GX260 (340-6075)
Floppy Disk Drive:	3.5 Inch, 1.44MB, Floppy DriveGX260 (340-6286)
Operating System:	Windows 2000,SP2,NTFS,CD, English (420-0287)
Mouse:	Logitech USB, Optical, Wheel 2-button Mouse in Gray Optiplex (310-1470)
NIC:	Integrated Intel Gibabit NIC, 10/100/1000, with Alert Standards Format, GX260 (430-0353)
CD-ROM or DVD-ROM Drive:	48X CD-ROM, EIDE, Small Desktop or Minitower, GX260 (313-1159)
Sound Card:	Integrated Sound Blaster Compatible AC97 Sound, OptiPlex (313-8170)
Speakers:	Internal Chassis Speaker Option, Optiplex (313-1495)
Documentation Diskette:	OptiPlex Resource CD (313-7168)
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (900-6630)
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (900-6602)
Dirline:	Gold Technical Support ServiceOptiplex, 3 Years, 1-866-876-3355 (DELL) (950-4909)
Installation:	Standard On-Site Installation Declined (900-9987)

QUANTITY: 5	
Base Unit:	Fujitsu M4097D VRS Scanner
	KOFAX ADRENALINE 850S PCI SCSI - KOF-EH-8501000
	KOFAX SCSI3/SCSI3 CAB KOF-SC10270000
	Dell M992, 18.0 Inch Viewable image Size, Optiplex, Gray (320-0528)

**SOFTWARE & ACCESSORIES**

Product	Quantity
Rapid Rails for 8/16 Port FC-2Brocade Switches to be installed in a Dell Rack, Customer Install (310-1766)	2
HBA Utility CD,WIN Attach Customer Install (420-0903)	2
Navisphere Agent, WIN Attach (420-0895)	2
Power Path ENT Windows Workgroup Customer Kit (420-0963)	2
HBA Utility CD,WIN Attach Customer Install (420-0903)	2
Navisphere Agent, WIN Attach (420-0895)	2
Power Path ENT Windows Departmental Customer Kit (420-0961)	2
HBA Utility CD,WIN Attach Customer Install (420-0903)	4
SQL Server 2000 Enterprise Edition, 25 Client Licenses (483403-4)	1

**IV. Professional Consulting Services**

After Final Acceptance of the Installation and Implementation activities described in this Exhibit B, Statement of Work, Contractor shall make available certain additional Professional Consulting Services that County may request from time to time. These Professional Consulting Services shall be designed to provide the Treasurer with expert assistance with the automation of paper-driven business processes as set forth below. Contractor shall perform all Professional Consulting Services at the direction of Treasurer's Project Manager.

No Professional Consulting Services shall be performed unless Treasurer's Project Manager has approved a proposed Professional Consulting Services Workplan ("Workplan"), which shall be provided by Contractor and shall describe the work to be performed and an estimate number of hours that would be associated with the provision of such Professional Consulting Services by the Contractor.

The Treasurer's Project Manager shall approve the Workplan in writing prior to initiation of any Professional Consulting Services.

The Professional Consulting Services shall be within the scope of the Contract and may include, but shall not be limited to, the following services at the request of the Treasurer's Project Manager:

- training on hardware, Licensed Software, business processes or other aspects of the System not included under Section III. G, Training;
- custom programming of Licensed Software not covered under the quick and easy custom tweaks described in Section III. F, System Support and Maintenance;
- System integration into new systems;
- System assessment, conversions, testing not described herein;
- reengineer the business processes for maximum efficiency while retaining flexibility, scalability, and reliability;
- create custom reports
- design and create green bar reports
- design and implement Email Module Licensed Software

- provide descriptive technical and other documents, and;
- Treasurer has a number of existing SQL databases (via Microsoft SQL Server and other databases such as Oracle) and utilizes Visual Basic and development languages to create in-house applications which are currently in production. Contractor shall integrate the Licensed Software to such databases and applications at the request of Treasurer's Project Manager. In the event the integration of Treasurer's databases and Licensed Software is deemed by both parties to require further modifications or additional software, Contractor shall provide such services or software at County's request.
- Training Treasurer's staff on Document Management and work flow industry best practices

Professional Consulting Services shall be provided onsite at Treasurer's Office or remotely, and shall consist of up to 1840 Hours. County reserves the right to use fewer Hours of onsite or remote, Professional Consulting Services and to require such services at such times over the term of this Contract (five years), as may be required by the Treasurer's Project Manager. Professional services that are provided pursuant to this Exhibit B, Section III.D, Installation and Implementation, and are part of the services for which Final Acceptance of the System shall be obtained, are included in the payments made by the County for the System and shall not be counted in this allocation. The amount of fees allocated for Contractor's Professional Consulting Services are set forth in the Section on System Pricing contained herein. Contractor shall only be entitled to bill the County for those Hours of Professional Consulting Services that have actually been provided. As to the 1840 Hours specified herein, one Professional Consulting Service Hour shall be equal to sixty (60) minutes of time spent by one qualified individual in the performance of the required tasks. The allocation of said hours toward particular task(s) to be performed by qualified individual with particular skill sets shall be determined in the specific Workplan approved by Treasurer's Project Manager. In providing Professional Consulting Services under this Agreement, Contractor shall provide the County with expert staff who possess a thorough understanding of automating such manual business processes as exist at the Treasurer's Office.

The Workplan shall be prepared with respect to discrete tasks/requests and reviewed on a monthly basis. Workplans shall address the time frames during which Contractor's Key Personnel shall be assigned to a specific Workplan and the expertise and staffing levels to be associated therewith for the upcoming month. The details of this staffing shall be consistent with the requirements, terms and total amounts of fees authorized to be paid for Professional Consulting Services pursuant to this Contract. Contractor shall dedicate qualified, competent, and experienced individuals to the performance of Professional Consulting Services.

During the monthly review, Contractor shall submit a detailed statement of the specific services rendered by the Contractor, the Hours spent, and the name of the Key Personnel who provides the specific services. The parties may mutually agree in writing upon changes in the timing and personnel commitments for each Implementation Workplan, subject to the cost limitations set forth under Section V, System Pricing. Contractor shall

be flexible in accommodating the changes required as the Treasurer's needs and priorities evolve. If the requirements of the Treasurer result in a material change in the amount of fees for Professional Consulting Services required to complete such services the parties agree to consider such changes during the quarterly review of services and to adjust Professional Consulting Services for upcoming quarters accordingly. Any changes leading to an extension of the Contract period by more than thirty (30) days or increasing the Contract amount of more than \$25,000 must be submitted to the County Board for its approval prior to being incurred.

**IV. Implementation Schedule**

**A. Contractor shall perform its obligations under this Contract in accordance with the following Implementation Schedule:**

<u>Milestone</u>	<u>Contract Week Completion</u>
Contract execution	0
System Review	Week 1
Site Preparation	Week 1 through Week 3
Hardware Delivery and Installation	Week 4 through Week 9
Hardware Acceptance	Week 9
Licensed Software Installation, Licensed Documentation Delivery, Licensed Software Testing:	Week 9 through Week 10 (Pre-production Testing Period Begins)

The following Licensed Software shall be installed and tested onsite:

- 1 DocFinity Imaging Enterprise Core Module (formerly OptiImage Enterprise)
- 1 DocFinity Cold-ERM Enterprise Core Module (formerly OptiFiche Enterprise)
- Imaging & Cold concurrent User License Files
- 1 DocFinity Workflow Enterprise Core Module (formerly OptiFlow)
- WorkFlow concurrent User license files
- 1 DocFinity XML FormFlow Module (formerly XML FormFlow)
- 1 DocFinity IntraViewer Module (formerly IntraViewer)
- 1 DocFinity AutoArchive Module (formerly AutoArchive)
- 1 DocFinity HSM Module (formerly ObjectServe)
- 1 DocFinity Print/Fax Server Module (formerly ObjectPrint)
- 1 DocFinity Electronic Signature Server Module (formerly Electronic Signature Server)
- 1 DocFinity Full Text Server Module (Full Text Server Module)
- 1 DocFinity Email Manager Module (formerly Email Manager module)

- 1 DocFinity Barcode Indexing Module (formerly Automated barcode indexing module)
- 1 DocFinity Zone Based OCR Module (formerly zone based OCR Module)

Contractor shall perform testing to verify that all Licensed Software is properly installed, configured, and functions and operates as specified and set forth in the Licensed Documentation.

System Pre-production Testing                      Week 10

Licensed Software Training                      Week 10 through Week 11

**Phase I: Phase I includes training for the following Licensed Software:**

- DocFinity Imaging Enterprise
- DocFinity Full Text Server
- DocFinity Zone Based OCR Module
- DocFinity Barcode Indexing Module

Licensed Software Training                      Week 12

**Phase I: Phase II includes training on the following:**

- DocFinity IntraViewer
- DocFinity XML FormFlow
- DocFinity HSM
- DocFinity Print/Fax Server

Licensed Software Training Review              Week 13  
Phase I and II

Licensed Software Training                      Week 14

**Phase III: Phase III includes training on the following:**

- DocFinity Workflow
- DocFinity Electronic Signature Server

Licensed Software Training                      Week 15 through Week 16

**Phase IV: Phase IV includes training on the following:**

- DocFinity COLD/ERM
- DocFinity AutoArchive
- DocFinity Email Manager

Licensed Software Training Review              Week 17

Phases III and IV

Licensed Software Integration	Week 18
Production Acceptance Period Begins	Week 18
Final Acceptance of System Installation and Integration	Week 27
Professional Consulting Services	(Weeks following Final Acceptance or System by County)

**V. System Pricing**

A. The maximum total amount payable shall not exceed \$1,350,000.00 and shall include the following:

Licensed Software licensing costs	\$294,400.00
Installation/Implementation costs	\$ 15,000.00
Training cost	\$ 22,500.00
Licensed Documentation cost	\$ 0.00
Maintenance/Support cost Year 1	0.00
Maintenance/Support cost for Years 2 through 5	\$235,520.00 (\$58,880.00 per Year)
Supplies cost	\$ 0.00
Project Management cost	\$ 7,500.00
Hardware cost (includes Hardware, delivery costs, installation and maintenance for three (3) years)	\$344,082.00
Professional Consultation Services*	\$397,000.00
Contingency Fund**	\$ 33,998.00
<b>Total Contract cost:</b>	<b>\$1,350,000.00</b>

All pricing hereunder includes travel associated costs and expenses. Contractor shall not under any circumstances include any costs associated with travel expenses in its invoices to County.

**\*Professional Consulting Services**

The Contractor shall bill for the pre-approved Professional Consulting Services at the rate of \$215.00 per Hour for onsite services and \$162.50 per Hour for services provided remotely. The amount allocated to Professional Consulting Services shall be up to \$397,000.00.

**\*\*Contingency Fund**

The amount allocated for the Contingency Fund shall be used for unanticipated expenses actually incurred for items or services associated with this Contract and

requested by the Treasurer's Project Manager and shall only be invoiced and payable after written approval of the Treasurer's Project Manager has been obtained.

**B. Breakdown of Licensed Software Concurrent User Access license fees:**

- DocFinity Imaging Core License (server license) \$ 20,000.00
- 199 Additional Concurrent DocFinity Imaging & DocFinity COLD User Licenses \$112,900.00
- DocFinity WorkFlow Core License (server license) \$ 15,000.00
- 199 Additional Concurrent WorkFlow User Licenses \$ 40,500.00
- 1DocFinity XML FormFlow License \$ 15,000.00
- 1DocFinity IntraViewer License \$ 10,000.00
- 1DocFinity AutoArchive License \$ 1,000.00
- 1DocFinity HSM License \$ 5,000.00
- 1 DocFinity Print/Fax Server License \$ 5,000.00
- 1 DocFinity Electronic Signature Server License \$ 15,000.00
- 1 DocFinity Full Text Server License \$ 5,000.00
- 4 DocFinity Zone OCR Licenses \$12,500.00
- 4 DocFinity Barcode Indexing Licenses \$12,500.00
- 1 DocFinity Email Manager License \$ 5,000.00
- 1 DocFinity COLD/ERM Core License \$ 20,000.00

**Total Licensed Software licensing fees: \$294,400.00**

**C. Breakdown of Hardware and Hardware costs:**

Paradigm quote#	Description	Quantity	Unit Price	Sub-total	Shipping	Total
P-Dell-95706272	Dell/CS 400 Disk Processor Enclosure Array (SAN)	1	\$185,920.00	\$185,920.00	\$398.00	\$186,318.00
P-Dell-95706566	Dell/Power Edge 2650 (Web server cluster)	2	\$7,398.00	\$14,796.00	\$180.00	\$14,976.00
P-Dell-95444251	Dell/Power Edge 6650 (Database and OIT Application Server Cluster)	2	\$18,212.00	\$36,424.00	\$180.00	\$36,604.00

P-Dell-95600482	Dell/OptiPlex GX260T (Scan stations)	5	\$1,063.00	\$5,315.00	\$225.00	\$5,540.00
P-Dell-CX400-509394	Dell/Power Rack	1	\$43,652.00	\$3,652.00	\$350.00	\$44,002.00
P-Dell-92516589	MS SQL Server 2000 Enterprise Edition	1	\$10,431.00	\$10,431.00	\$6.00	\$10,437.00
P-FUKI-IK16749	Fujitsu M4097D VRS scanners and accessories	5	\$9,211.00	\$46,055.00	\$150.00	\$46,205.00
					<b>Total Hardware Pricing</b>	<b>\$344,082.00</b>

**D. Items Included in Contract Amount Which Client May Decline:**

The maximum amount payable under this Contract which is set forth in Part I includes payment of certain items which County may elect not to implement as part of the System, such as the Contingency Fund and Professional Consulting Services as set forth herein. In the event the Treasurer's Project Manager notifies the Contractor the Treasurer's decision not to implement such item(s) or services, where applicable the County shall receive a direct credit for the charges applicable to said item(s) or services including services related to the implementation thereof.

**VI. Key Personnel List**

Contractor's Key Personnel are located at the following address: 3006 Research Drive, State College, PA 16801.

Contractor's Key Personnel are as follow:

Ron Prichard, Chief Operating Officer, Project Lead  
 Telephone: 814-238-0038 Ext. 223  
 Email Address: [rprichard@docfinitivity.com](mailto:rprichard@docfinitivity.com)

Tracy Curtiss, Business Analyst  
 Telephone: 814-238-0038 Ext. 237  
 Email Address: [tcurtiss@docfinitivity.com](mailto:tcurtiss@docfinitivity.com)

DJ Wilson, Installation/Training  
Telephone: 814-238-0038 Ext. 242  
Email Address: [swilson@docfinity.com](mailto:swilson@docfinity.com)

Brian Gayan, Installation/Training  
Telephone: 814-238-0038 Ext. 246  
Email Address: [bgayan@docfinity.com](mailto:bgayan@docfinity.com)

Julia Allshouse, Installation/Training  
Telephone: 814-238-0038 Ext. 247  
Email Address: [jallshouse@docfinity.com](mailto:jallshouse@docfinity.com)

### **XIII. Subcontractor Identification**

Paradigm Solutions  
10 South Riverside Plaza, Suite 1800  
Chicago, Illinois 60602-3801

Paradigm Solutions is Contractor's subcontractor and shall provide computer hardware and computer/network device products and software products.

**EXHIBIT C**

**DRAFT**

**EXHIBIT C  
ESTIMATED PAYMENT SCHEDULE**

Payment for Contract goods and services shall be made as follows:

**Payment 1: (Week 4) = \$ 67,880.00**  
Due after Contract execution, completion of System Review, and delivery of all System Hardware

**Payment 2: (Week 9) = \$ 411,962.00**  
Due after Installation and Acceptance of all System Hardware, and Delivery, Installation and Implementation of Licensed Software and Delivery of Licensed Documentation

**Payment 3: (Week 14) = \$ 67,880.00**  
Due after System Preproduction Testing and completion of Licensed Software Training Phases I through III

**Payment 4: (Week 18) = \$ 67,880.00**  
Due after Licensed Software Training Phase IV and completion of Training Review for Phases III and IV

**Payment 5: (Week 27) = \$67,880.00**  
Due after Final Acceptance by Treasurer's Project Manager of System Installation and Integration

**PAYMENTS FOR PROFESSIONAL CONSULTING SERVICES:** Contractor shall submit monthly invoices after monthly review of Workplan with Treasurer's Project Manager and only after such costs have been incurred.

**MAINTENANCE SUPPORT PAYMENT:** Contractor shall submit invoices for Maintenance Support Payment for Years 2 through 5, beginning twelve (12) months after Final Acceptance of the System, and in twelve month intervals.

Payment 1 for Year 2	58,880.00	#103/04
Payment 2 for Year 3	58,880.00	#104/05
Payment 3 for Year 4	58,880.00	#105/06
Payment 4 for Year 5	58,880.00	#106/07

**PAYMENTS FOR ITEMS OR SERVICES OUT OF CONTINGENCY FUND:** Contractor shall submit invoices thirty (30) days after delivery of such pre-approved items or performance of such pre-approved services.

4/12/2018

INDEX

EXECUTION FORMS

<u>Description</u>	<u>Page</u>
VENDOR CERTIFICATIONS	EF-1/4
MBE/WBE GOALS AND SUBMITTALS	EF-5/8a
SOLE PROPRIETOR, SIGNATURE PAGE	EF-9
PARTNERSHIP, SIGNATURE PAGE	EF-10
CORPORATION, SIGNATURE PAGE	EF-11
COOK COUNTY ACCEPTANCE AND EXECUTION	EF-12

THE TERMS "CONTRACTOR" AND "CONTRACT" ARE USED THROUGHOUT THESE EXECUTION FORMS. HOWEVER, THE SOLE PROPRIETOR, PARTNERSHIP, JOINT VENTURE, OR CORPORATION COMPLETING THESE EXECUTION FORMS (REFERRED TO IN THIS PARAGRAPH AS "VENDOR") UNDERSTANDS AND ACKNOWLEDGES THAT NO CONTRACT IS CREATED WITH COOK COUNTY, AND VENDOR IS NOT A CONTRACTOR OF COOK COUNTY, WITH RESPECT TO THIS CONTRACT, UNTIL THE DATE UPON WHICH THE DESIGNATED COUNTY OFFICIALS EXECUTE THIS CONTRACT BY COMPLETING THIS PAGE ENTITLED "COUNTY ACCEPTANCE AND EXECUTION" AT PAGE EF-12.

## CONTRACTOR CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IN THE EVENT THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

### A. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-7.1.

Chapter 10, Section 10-7.1. of the Ordinances and Resolutions of the County of Cook provide as follow:

10-7.1. - PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity,

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois,
- (d) Has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois.
- (f) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois,
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,
- (h) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (f) above. (Ord. 7-2-79, p. 4213.)

**THE UNDERSIGNED HEREBY CERTIFIES THAT:**

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h).

**B. BID-RIGGING OR BID ROTATING.**

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:** it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/3).

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:** it will provide a drug free workplace as per the requirements of Public Act 86-1459.

**D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.**

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:** it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

**E. COOK COUNTY HUMAN RIGHTS ORDINANCE CHAPTER 25, SECTION 25-76 (adopted March 16, 1993)**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs.

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:** it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

**F. ILLINOIS HUMAN RIGHTS ACT**

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:**  
it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. **LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)**

The Cook County Living Wage Ordinance mandates that a base wage of \$7.60 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement requiring Board approval whereby the County is committed to or does expend funds in connection with the agreement or a subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:**  
it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

H. **THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)**

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

I. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

## MINORITY AND WOMEN BUSINESS ENTERPRISE GOALS

### REQUIRED SUBMITTALS

#### I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and agreements to certified MBEs and WBEs.
- B. A contractor may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

#### II. Required Submittals

To be considered responsive to the requirements of the Ordinance, a contractor shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and to be rejected.

##### A. MBE/WBE Participation Documentation

Each contractor shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

- 1.) A summary plan identifying all firms intended to be used to fulfill the goals; the MBE or WBE status of each firm; the name, address, and phone number of the contact person for each MBE/WBE firm; the dollar value of the goods or services to be provided by MBE and WBE firm; and the dollar value for each expressed as a percentage of the total value of the proposed contract. (See Exhibit I)
- 2.) A Letter of Intent for each MBE/WBE containing specific information regarding the goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services; and the original signatures of the appropriate officer of both the contractor and of the MBE/WBE firm. (A sample form is attached as Exhibit II.)

3.) Current letters of certification for each MBE and WBE firm. Acceptable certifying agencies are: Cook County, City of Chicago, CTA, Pace, Metra, IDOT, WBDC, CMBDC, SBA.

**B. Use of MBE/WBE Professionals**

Each contractor shall submit with its proposal, a statement which discloses how it intends to maximize the use of its minority and women professional in the course of performing the contract.

**C. Affirmative Action Plan**

Each contractor shall submit a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating that no plan exists. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs.

**III. NON-COMPLIANCE**

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

**IV. REPORTING/RECORD-KEEPING REQUIREMENTS**

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

**V. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions concerning this portion of the Execution Forms should be directed to:

Ms. Betty Hancock Perry  
Administrator  
Cook County Office of Contract Compliance  
118 N. Clark Street Room 1020  
Chicago, Illinois 60602  
(312) 603-5502

**EXHIBIT I CONTRACTOR'S MBE/WBE EFFORTS DOCUMENTATION**

CONTRACTOR HEREBY STATES that all MBE/WBE firms identified herein are certified MBEs/WBEs by at least one of the following entities: Cook County, City of Chicago, CTA, PACE, Metra, IDOT, WBDC, CWMBDC, SBA or have a completed application for MBE/WBE certification on file with the Office of Contract Compliance.

**I. CONTRACTOR'S MBE/WBE STATUS: (check the appropriate line)**

Contractor is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

Contractor is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, Letters of Certification, completed Joint Venture Affidavit clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture) (Joint Venture Affidavit available from the Office of Contract Compliance)

Contractor is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II. Direct Participation of MBE/WBE Firms**

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

- Name of MBE/WBE: Paradigm SOLUTIONS, INC.  
Address: 10 S. Riverside Plaza, Suite 1800, Chicago, IL 60606  
Contact Person: MR. Fred Jones Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ 344,082.00  
Percent Amount of Participation: 25 %  
Letter(s) of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
Letters(s) of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

**III. Indirect Participation of MBE/WBE Firms**

- Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar amount of indirect participation: \$ \_\_\_\_\_  
Percent amount of indirect participation: \_\_\_\_\_  
Letter(s) of Intent/Invoices attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
Letter(s) of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed to fully document MBE/WBE participation.

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Number: \_\_\_\_\_

From: Paradigm SOLUTIONS, INC.  
(Name of MBE/WBE Firm)

To: Optical Image Technology, Inc. and the County of Cook  
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Each item supplied or service performed will be detailed under Fee/Cost with all items/services totaled to equal the full dollar amount of the Letter of Intent. All services performed or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.

<u>Description of Service/Supply</u>	<u>Fee/Cost</u>
1. <u>EQUIPMENT</u>	\$ <u>344,082.00</u> %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
5. _____	\$ _____ %
Total: \$ <u>344,082.00</u> <u>25</u> %	

If more space is needed to fully describe the MBE/WBE firm's description of service/supply and/or fee/cost, attach additional sheets.

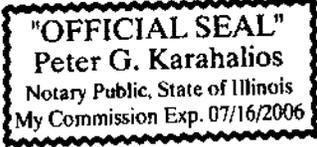
THE UNDERSIGNED PARTIES AGREE to enter into a formal written agreement for the above work conditioned upon the Prime Contractor's execution of the above referenced contract with the County of Cook and will do so within (30) thirty working days of the Prime Contractor's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I FRED G. JONES (print name)  
the PRESIDENT (title) and duly authorized representative of the  
MBE and/or WBE PARADIGM SOLUTIONS (firm name) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be supplied/performed for the above indicated dollar amount of \$ 344,082 which represents the above indicated percentage of 25 % of this contract bid amount of \$ 1.3 m.11.

Fred G Jones  
(Signature of affiant) 4/18/03  
(Date)

Subscribed and sworn to before me this 18<sup>th</sup> day of April, 2003

[Signature]  
(Notary's Signature) \_\_\_\_\_  
(Notary Seal)



Upon Penalty of perjury, I SCOTT BUCHART (print name)

the President/CEO (title) and duly authorized representative of the Prime.

Bidder OPTICAL IMAGE TECHNOLOGY, INC. (firm name) affirm that all of the foregoing information is true and correct and the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$ 344,082.00 which represents the above indicated percentage of 25% of this contract bid amount of \$ 1,350,000.00.

[Signature]  
(Signature of affiant)

4 / 17 / 03  
(Date)

Subscribed and sworn to before me this 17<sup>th</sup> day of April, 2003.

Ralph E. Wilson  
(Notary's Signature)

\_\_\_\_\_  
(Notary Seal)

Notarial Seal  
Ralph E. Wilson, Notary Public  
Ferguson Twp., Centre County  
My Commission Expires Nov. 14, 2006  
Member, Pennsylvania Association of Notaries

EXECUTION BY A SOLE PROPRIETOR

"The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number \_\_\_\_\_ . The undersigned agrees to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contract Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Contract are true and correct."

BUSINESS NAME: \_\_\_\_\_

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

BUSINESS TELEPHONE: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

\* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).  
If no real estate is owned in Cook County, please write "No Real Estate Owned in Cook County".

\*\* COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: X \_\_\_\_\_

Date : \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

\*\* If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)

"The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number \_\_\_\_\_. The undersigned agrees to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contract Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Contract are true and correct."

BUSINESS NAME: \_\_\_\_\_

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

BUSINESS TELEPHONE: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

\* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

If no real estate is owned in Cook County, please write "No Real Estate Owned in Cook County".

\*\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

\*\*\* BY: X \_\_\_\_\_ Date: \_\_\_\_\_

Date : \_\_\_\_\_

Subscribed and Sworn to

before me this \_\_\_\_ day

of \_\_\_\_\_, 200\_\_.

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

\* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

\*\* If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

\*\*\* Attach hereto a partnership resolution or other document authorizing execution of this Contract on behalf of the Partnership.



COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

AUGUST 21, 2001

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

FBC COMPUTER SYSTEMS, INC.

is duly incorporated under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

*Kim Ditzgenjullth*

Secretary of the Commonwealth

JSDW

COOK COUNTY ACCEPTANCE AND EXECUTION

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby enter into and accept the foregoing Contract identified as Contract Number 03-41-165

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 1,350,000.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

DATED AT CHICAGO, ILLINOIS THIS 19 DAY

OF MAY 20 2003

John H. Stroger Jr.  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS  
Raymond C. Haber  
COOK COUNTY PURCHASING AGENT  
J. F. O'Leary  
COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

Kathleen J. McA...  
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAY 20 2003

COM \_\_\_\_\_