

Technical Advisory Committee Cuyahoga County TAC Meeting Agenda 6-119/ WebEx

Monday, November 21, 2016 8:30 AM

- 1. Call to Order
- 2. Roll Call
- 3. Review and Approve Minutes
- 4. Policy and Procedure Review
- 5. Tabled Items

A. TAC2016-00019- Department of Public Safety REDSS STATISTICA USER license/maintenance

6. New Items

A. TAC2016-00025 - DEPARTMENT OF HUMAN RESOURCES PURCHASE OF HRSG COMPETENCYCORE SOFTWARE

Department of Human Resources requesting the approval to enter into a contract with Human Resource Systems Group, Ltd.

The amount will not exceed \$22,250.00

B. TAC2016-00026 - DEPARTMENT OF PUBLIC WORKS - DIVISION OF COUNTY ENGINEER: CONSTRUCTION

AVANTIA SOFTWARE SERVICES FOR CONSTRUCTION MANAGEMENT

Department of Public Works - Division of County Engineer requesting the approval to enter into a contract with Avantia Software services to provide software to help manage road and bridge construction projects.

The amount will not exceed \$ 95,000.00

C. TAC2016-00027 - DEPARTMENT OF PUBLIC SAFETY AND JUSTICE SERVICES - DIVISION OF PUBLIC SAFETY AND JUSTICE SERVICES ADMINISTRATION

CLEAR INVESTIGATIVE SOFTWARE WITH GOVERNMENT FRAUD SERVICE PLATFORM

Department of Public Safety and Justice Services - Division of Public Safety and Justice Services Administration requesting the approval to enter into a contract with Clear Software used By Northeast Ohio Regional Fusion Center.

The amount will not exceed \$ 16,964.16

D. TAC2016-00028 - OFFICE OF THE MEDICAL EXAMINER CHARLES H. BRENNER, PH.D. - DNA-VIEW & PATER CONTRACT

Office of The Medical Examiner requesting the approval to enter in to contract with Charles H. Brenner, PH.D consultant.

The amount will not exceed \$ 19,200.00

E. TAC2016-00021 - JUVENILE COURT

(JUVENILE COURT) 2016 (CDW GOVERNMENT) (DEPARTMENT ORDER) (JC-16-38264) Juvenile Court requesting the approval to enter into a contract with CDW.

The amount will not exceed \$24,882.25

F. TAC2016-00022 - JUVENILE COURT

(JUVENILE COURT) 2016 (Y&S TECHNOLOGIES) (DEPARTMENT ORDER) (JC-16-38265)

Juvenile Court Requesting approval to purchase hardware with Y&S Technologies for monitor refresh for end of life equipment.

The amount will not exceed \$18,122.00.

G. TAC2016-00023 - DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIVISION OF COMMUNITY INITIATIVES: FAMILY AND CHILDREN FIRST COUNCIL CARDIFF-TELEFORM SOFTWARE

Department of Health and Human Services - Division of Community Initiatives: Family and Children First Council requesting the approval to purchase Cardiff-Teleform software.

The amount will not exceed \$ 7,410.00

H. TAC2016-00024 - JUVENILE COURT JUVENILE COURT JC-16-38093 BLADE SERVERS

Juvenile Court requesting the approval to purchase Blade Servers and Hard Drives for the Servers.

The amount will not exceed \$ 26,351.20

- 7. Other Business
- 8. Adjournment

S	STATISTICA US & LICENAS / MAIN CAMPICE PACK (2) - FOR PUBLIC SAFETY-REDS
CUYAHOGA COUNTY INFORMATION SERVICES CENTER	CSR Tracking Number - for Internal Use Only
CUSTOMER SERVICE REQUEST (CSR)	
TECHNICAL ADVISORY COMMITTEE RECOMMENDATION REQUES	7 [A [] D [] O
ISC PROCESS ORDER TO COMPLETION NEEDS TAC APPROVAL ONLY	Change control was kinty - Initial and date
Boyand University	The many of the fall of the the first of the same of t
ISC INTERNAL USE ONLY (NO TAC APPROVAL REQUIRED) Reset Form Print Form	KAR 10-8-15
1. REQUESTOR NAME 2: REQUESTOR PHONE #	S. REQUESTOR DEPARTMENT
	Public Safety & Justice Services
Prioleau Green 443-7941	A STATE OF THE PARTY OF THE PAR
4. AUTHORIZED BY (type or print name) 5. AUTHORIZED SIGNATURE:	6. DATE SIGNED
George Taylor Sanita	10/7/15
	OURCE FOR THIS REQUEST
AGENCY GRANT	GENERAL HOMBLAND OTHER FUND SECURITY FUNDING
BB. IF BOX 8 IS 'OTHER', PROVIDE REFERENCE & OR DESCRIPTION OF FUNDING SOURCE:	9. TOTAL ESTIMATED COST:
88. IL BOY 9 12 MINER' LUCAIDE VELEVILIES ON DESCRIPTION OF ANY STATEMENT AND ANY	
	\$ 3,013.20
10. TYPE OF REQUEST	
HARDWARE SOFTWARE REQUEST FOR CONTRACT PURCHASE PURCHASE PROPOSAL NEW	CONTRACT SECURITY RENEW/AMEND REQUEST
TOTAL PARAMETER AND	
EQUIPMENT WEB OR VIDEO DESKTOP OR DATABASE OR OISPOSAL DEVELOPMENT SERVER GIS SERVICES	I I I DIDER I I
11. STATEMENT OF REQUEST (INCLUDE NUMBER OF UNITS TO BE P	URCHASED, IF APPLICABLE)
Statistica Advanced statistical software: two (2) licenses at \$1395 each; total of	1 927 00
•	:
•	
The state of the s	NAL BOOLINGENTATION AS NECESCASI
12. HOW DOES THIS PROCUREMENT BENEFIT THE COUNTY? (ATTACH ADDITION	MAT DOCUMENTALISM AS RECESSARIA
and the second of aims in Cumphons County	!
The software will assist in the analysis of crime in Cuyahoga County.	·
A SA SECTION AND A SAN SECTION AS A SAN	PANY LAGARMENIANCE DE CHIEFTE CALLY
13. COMPLETE THIS SECTION FOR SOFTWARE CONTRACT RENEWALS / AMENDMI	SUID A MINIM SHANCE REGOED 2 OVER
13a. VENDOR NAME: Dell Information Management Group	
13b. HOW OFTEN IS THE VENDOR CONTACTED FOR MAINTENANCE? Not needed	
13c. IS THIS THE LATEST VERSION OF THE SOFTWARE? YES NO	period
13d. IS THIS A COST INCREASE OR DECREASE FROM PREVIOUS YEARS?	DECREASE
13e. WHAT WAS THE ORIGINAL PURCHASE PRICE OF THE SOFTWARE? \$ 0.00	negative and the state of the s
13f. NUMBER OF LICENSES: 2.00 13g. COUNTY TERMS AND CONDIT	TIONS? 🔃 YES NO
13h. SERVICE QUALITY RATING: (1 IS LOWEST, 10 IS HIGHEST)	4 5 6 7 8 9 🗩
131. HAS THE VENDOR COMPLETED ETHICS TRAINING WITH THE INSPECTOR GENERAL?	YES INO
ni di e pri militati di pri matti di	The same of the sa
THIS SECTION TO BE COMPLETED BY BUSINESS GRO	UP ONLY:
METHOD OF PROCUMENT: STATE TERM FIELD BUY SOLE SOURCE COMPETITIVE BID/AFP	Date:
THIS SECTION TO BE COMPLETED BY TECHNICAL ADVISORY O	OMMITTEE ONLY:
Recommended for Approval by TAC	Date: 2/10//b
Chair or Designee (Signeture):	MADI EVEN DE DECUEST.
THE COCTION TO BE COMED STED HOTTENED ASCRETANCE OF CO	IMPLETED OF REQUEST:

ACCEPTED BY (signature):

Dates

Business Case Template

Problem Statement – In Cuyahoga County there is no centralized process to analyze crime within the County.

Analysis – REDSS is attempting to provide crime analysis for local law enforcement.

Solution –A good statistical software package is a requirement in analyzing crime data.

Recommendations –REDSS needs a software package that will accommodate descriptive statistics, inferential statistics, and statistical forecasting.

Architectural Design –The software would be downloaded from the vendor and reside on two PCs.

Financials –The REDSS Budget will pay for the software.

Primary Location: If Needed

Remote Location: If Needed

Other Locations: If Needed

Hardware Overview - If Needed

CONTRACT

by and between

CUYAHOGA COUNTY, OHIO

and

Human Resource Systems Group

THIS CONTRACT (the "Contract") is made and entered into effective as of the Effective Date (as defined herein), by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County") and Human Resource Systems Group ("HRSG"), a corporation, having principal place of business at 6 Antares Drive, Phase II, Suite 100, Ottawa, Ontario, K2J 4M9.

WHEREAS, the County has a present need for CompetencyCore Solutions and Competency-based talent management software; and

WHEREAS, HRSG is provider of CompetencyCore Solutions and Competency-based talent management software; and

WHEREAS, the County desires to avail itself of the services and HRSG is willing to provide such service to the County all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HRSG and the County agree as follows:

Article 1. AGREEMENT AND TERM

- 1.1 <u>Scope of Agreement.</u> During the term of this Contract, HRSG, shall provide CompetencyCore Solutions and Competency-based talent management software ("Services") to the County as listed on Schedule A. In the event that a discrepancy exists between the terms of Schedule A and this Contract, the terms of this Contract will be controlling and binding.
- 1.2 <u>Term.</u> This Contract shall be effective on the date it has been duly executed by this County Executive or his duly authorized designee (the "Effective Date"). The term of this Contract shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of three (3) years from the Effective Date. The cost of this Contact shall not exceed Twenty-Three Thousand Two Hundred Fifty Dollars (\$23,250.00).

Article 2. PAYMENT AND INVOICING

- 2.1 <u>Payment.</u> During the term of this Contract, the County shall pay HRSG annually for the Services outlined in Schedule A upon receipt and approval of said invoice by the County.
- 2.2 <u>Invoicing.</u> HRSG shall invoice the County annually at the price outlined in Schedule A. HRSG shall submit original invoice(s) to the following address:

Cuyahoga County Department of Information Technology
Business Department
Attention: Director
2079 East 9th Street, 6th floor
Cleveland, Ohio 44115

Article 3. <u>INDEMNITIES AND LIABILITIES</u>

- 3.1 <u>Subcontracting.</u> This Contract was awarded to HRSG based upon HRSG's unique qualifications and skills, and no task required to be performed under this Contract by HRSG shall be subcontracted to third parties without the prior express written consent of the County.
- 3.2 Warranty. HRSG HEREBY WARRANTS THAT THE SERVICES WILL NOT INFRINGE, MISAPPROPRIATE OR VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY; THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER, CONSISTENT WITH INDUSTRY STANDARDS; THE SERVICES WILL BE PERFORMED IN STRICT ACCORDANCE WITH THE HIGHEST STANDARDS OF CARE, SKILL, DILIGENCE AND PROFESSIONAL COMPETENCE APPLICABLE TO SUPPLIERS ENGAGED IN PROVIDING SIMILAR SERVICES; HRSG HAS THE REQUISITE SKILL AND STAFF TO PERFORM THE SERVICES REQUIRED HEREUNDER FULLY, IN A TIMELY AND EFFICIENT MANNER; AND HRSG WILL PERFORM THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS.
- 3.3 <u>Indemnification</u>. HRSG hereby agrees to indemnify, defend and hold harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of HRSG, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by HRSG under any terms or provisions of this Contract.
- 3.4 <u>No Indemnity by County.</u> HRSG acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. HRSG agrees

that no provision of this Contract or any other contract or agreement between HRSG and the County may be interpreted to obligate the County to indemnify or defend HRSG or any other party.

- 3.5 <u>Indemnification for Infringement.</u> HRSG will release, protect, indemnify, defend, and hold County and its officials, officers, employees, agents, representatives, departments, agencies, boards, and commissions (collectively the "Indemnified Parties") harmless from and against any claims of infringement of the intellectual property rights by any third parties against an Indemnified Party based on any Service provided under this Contract. Any defense will be at the HRSG's sole cost and expense. Further, HRSG will indemnify the Indemnified Parties for any liability resulting from any such claims, demands, or suits, as well as hold the Indemnified Parties harmless for HRSG's liability, losses, and damages resulting from such. County agrees to give HRSG notice of any such claim as soon as reasonably practicable and to allow HRSG to control the defense of any such claim. If a claim of infringement is made, or if HRSG reasonably believes that an infringement or similar claim that is pending actually may succeed, HRSG will do one of the following four things as soon as reasonably possible to avoid or minimize any interruption of County business:
 - 1) Modify the offending application so that it is no longer infringing but provides substantially the same functionality as before the modification:
 - 2) Replace the offending application with an equivalent or better offering;
 - 3) Acquire the right for County to use the infringing application as it was intended for County to use under this Contract; or
 - 4) Terminate the infringing application and refund the amount County paid for the application and the amount of any other Service that requires the availability of the infringing Service for it to be useful to County.

HRSG's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Contract by either party for any reason.

Article 4. TERMINATION

4.1 <u>Termination for Default</u>. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days. Such termination shall be referred to as "Termination for Default". If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. HRSG, however, shall be

paid for all services and/or materials provided on or prior to the date of termination. Any fees paid in advance shall be returned to the County at a prorated amount.

- 4.2 <u>Termination for Financial Instability</u>. In the event that HRSG becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against HRSG of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 4.1, the "Termination for Default" clause, by giving written notice thereof.
- 4.3 <u>Termination for Convenience</u>. The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective thirty (30) days after the HRSG receives it. If the termination is for the convenience of the County, HRSG will be entitled to compensation for any Services that HRSG has delivered before termination. Any fees paid in advance shall be returned to the County at a prorated amount. No early termination fees shall apply to the County.

Article 5. INSURANCE

- 5.1 HRSG shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.
 - 1. **Worker's Compensation Insurance** as required by the State of Ohio. If HRSG has employees working outside of Ohio, HRSG shall provide Worker's Compensation Insurance as required by the various state and federal laws including Employers' Liability coverage.
 - 2. Commercial General Liability Insurance with limits of liability not less than:
 - \$1,000,000 each occurrence bodily injury & property damage;
 - \$1,000,000 personal & advertising injury;
 - \$1,000,000 general aggregate;
 - \$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

- 3. **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than:
- \$1,000,000 combined single limit (bodily injury & property damage) each accident:

Such insurance shall be written on an occurrence basis on the Insurance Services

Office (ISO) form or its equivalent.

4. **Technology Professional /Errors & Omissions Liability Insurance** for **all** vendors who provide IT professional technology services and products (including, but not limited to, IT consultants, software developers, web developers and designers, data processing, and internet/media publishers). This coverage shall respond with limits of liability not less than:

\$1,000,000 per claim; \$2,000,000 aggregate.

This coverage shall extend protection for economic loss of a third party arising from: (1) failure of the HRSG's product to perform as intended or expected, and (2) acts, errors, or omissions committed by the HRSG in the performance of its services.

5. **Cyber Risk Insurance** for **all** vendors who provide software development and installation, or the storage of, hosting of, use of or access to County data. This coverage shall respond to privacy and network security liability claims with limits of liability not less than:

\$1 million per claim; \$3 million per aggregate.

- 5.2 Insurance Coverage Terms and Conditions
 - 1. The insurance policies of HRSG required for this Contract, shall:
 - (i) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation, Technology Professional/Errors & Omissions Insurance, or Cyber Risk Insurance.
 - (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County; and
 - (iii) Be primary and not in excess or contingent on any other basis; and
 - (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - (A) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability": and/or
 - (B) "Waiver of subrogation in favor of the County."

- (v) The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A- VII or above.
- (vi) The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
- (vii) High-risk activities may require higher insurance limits.
- (viii) These insurance provisions shall not affect or limit the liability of HRSG stated elsewhere in this Contract or as provided by law.
- (ix) HRSG shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
- (x) The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
- (xi) If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
- (xii) Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.
- (xiii) HRSG shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

Article 6. CONFIDENTIALITY

6.1 <u>Information.</u> During the Term of this Contract, each party hereto may disclose information ("Information") to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Contract, the term "Disclosing Party" shall refer to either Party hereto and any of its parents, subsidiaries,

affiliates, partners, members, and employees (collectively "Representatives") in connection with such party's disclosure of Information to the other party and the term "Recipient" shall refer to either party hereto and any of its Representatives hereto in connection with such party's receipt of Information from the other party. Either party hereto shall cause any of its Representatives that receives Information to be bound by all terms of this Contract. Information may or may not be expressly identified as "confidential" at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Information hereunder

- 6.2 Disclosure. The Recipient shall (a) maintain the confidentiality of any Information disclosed; (b) not disclose or permit the disclosure of any Information to any person other than those expressly described in this Contract; (c) not use Information except for the limited purpose of the commercial relationship between the parties; and (d) protect Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Information which is not permitted by this Contract or other misuse of any Information or breach of this Contract. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Information as permitted herein, (a) limit disclosure of Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Contract ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Information. The Recipient shall cause any Other Persons who receive Information from the Recipient to be bound by all terms of this Contract. Without limiting the direct liability of any Other Persons that may have received Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.
- 6.3 <u>Exclusions</u>. The obligations of this Contract shall not apply to, and "Information" shall not include, any information which the Recipient can prove: (a) is in the public domain in a collected form on the date of disclosure by the Disclosing Party to the Recipient; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient

other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

Release. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Contract. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Receiving Party will furnish only that portion of the Information which is legally required.

Article 7. OWNERSHIP

- 7.1 <u>Documents</u>. All documents created pursuant to this Contract shall be the property of the County upon approval and acceptance of such documents.
- 7.2 <u>Data</u>. All data, documents and information provided to HRSG by the County shall remain County property and shall be kept confidential in accordance with Article 7. Upon termination of this Contract, unless expressly agreed to otherwise in writing, HRSG shall return all County owned data, documents and information. Data shall be returned in industry standard format and as agreed to by the County within sixty (60) days of termination of this Contract, unless otherwise agreed to in writing by the parties.

Article 8. <u>MISCELLANEOUS</u>

8.1 <u>Notices.</u> Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Information Technology 2079 East 9th Street, 6th Floor Cleveland, Ohio 44115 In the case of HRSG:

Human Resource Systems Group 6 Antares Drive, Phase II, Suite 100 Ottawa, Ontario, K2J 4M9

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

- 8.2 <u>Waiver</u>. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.
- 8.3 <u>Survival of Terms</u>. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- 8.4 Record Audit Retention. HRSG agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should HRSG be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.
- 8.5 Governing Law and Jurisdiction. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim—arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. HRSG hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract.

The County Code is available on the County Council's web site at http://council.cuyahogacounty.us/

- 8.6 <u>Social Security Act</u>. HRSG shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by HRSG for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said HRSG also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.
- 8.7 <u>Assignment</u>. HRSG shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.
- 8.8 <u>Contract Processing</u>. HRSG shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County ATTN: Business Department 2079 East 9th Street, 6th Floor Cleveland, Ohio 44115

- 8.9 <u>Commencement of Contract Performance</u>. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that Services are provided by HRSG prior to the execution of this Contract by the County, the same will be provided at HRSG's risk, and payment therefore cannot, and will not, be made unless and until this Contract is approved by the County. Upon approval by the County of this Contract, however, any and all prior performance under this Contract shall be deemed ratified and said performance shall be deemed to be included in this Contract. Payment(s) for said prior performance shall not increase the amount of the Contract limit.
- 8.10 <u>Ethics Requirements.</u> HRSG agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by HRSG. HRSG shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspect General's website may be found at: http://inspectorgeneral.cuyahogacounty.us/

- 8.11 Entire Agreement and Modification. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.
- 8.12 <u>Findings and Recovery.</u> HRSG represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and HRSG must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.
- 8.13 <u>Good Standing.</u> HRSG is in good standings and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the term of this Contract.
- 8.14 Conflicts of Interest. HRSG personnel may not acquire any personal interest that conflicts with HRSG's responsibilities under this Contract. Additionally, HRSG will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under HRSG's control, if such an interest would conflict with that official's or employee's duties. HRSG will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. HRSG will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.
- 8.15 <u>Force Majeure</u>. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

- 8.16 <u>Severability</u>. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.
- 8.17 <u>Independent Contractor</u>. It is fully understood and agreed that HRSG is an independent contractor and is not an agent, servant, or employee of County. HRSG declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.
- 8.18 <u>Headings</u>. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.
- 8.19 <u>Assignment; Binding Effect</u>. HRSG may not assign this Contract without the prior written consent of the County.
- 8.20 <u>Equal Employment Opportunity</u>. HRSG will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.
- 8.21 <u>Drug-Free Workplace</u>. HRSG must comply with all applicable state and federal laws regarding keeping a drug-free workplace. HRSG must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.
- 8.22 <u>Counterparts</u>. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.
- 8.23 Anti-Discrimination. HRSG agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of HRSG to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with, HRSG, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of HRSG to enter into any particular agreements.
- 8.24 <u>No Apparent Authority/Proper Approvals.</u> HRSG recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to

bind the County to any contractual obligations not properly authorized pursuant to the County Code.

- 8.25 <u>Execution by Other Entities</u>. The County and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with the County including, without limitation, law enforcement and first responders may enter into a contract with HRSG for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by HRSG and such entity.
- 8.26 <u>Annual Appropriations</u>. All of the County's obligations under the Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify HRSG of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County.

Article 9. <u>ELECTRONIC SIGNATURE</u>

HRSG AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. HRSG ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the County and HRSG have executed this Contract effective as of the Effective Date.

HUMAN RESOURCE SYSTEMS GROUP CUYAHOGA COUNTY, OHIO

BY: Senior VP, Business Development Sales and Marketing	BY: Armond Budish County Executive	_
The legal form and correctness Of this Contract is hereby approved: Law Department County of Cuyahoga, Ohio Director of Law		
By: Assistant Director of Law		
Name:		

Date: _____

Schedule A SERVICES AND PRICING

Description of the Services

Under the Contract, HRSG will provide the County with the following:

- A secure CompetencyCore website with access to the Competency Manager and Interview module
- Access to HRSG's Foundational competency bundle
- User licenses for up to 500 employees for access to competency content and 10 user licenses for access to the Interview module
- Price guarantee for the 3 year term of this agreement
- Administration training and support for up to 3 CompetencyCore administrators
- Competency-based Management Implementation and start-up
- Continual maintenance, upgrades and technical support for the County's CompetencyCore website for the term of the agreement

Administrator Training

HRSG's customer support team will provide one-on-one training to the County to ensure a complete knowledge transfer equipping the County with the skills to implement and manage the tools.

HRSG will provide:

- Structured on-line training sessions (approximately 3 hours per module)
- Tutorials supporting self-help
- Site-set up
- On-call support via telephone and e-mail to address questions

Competency Based Implementation

HRSG will coach the County through the critical steps necessary to use CompetencyCore in planning and implementing the County's competency-based talent management initiative.

3 hours of implementation coaching is provided by HRSG's experienced, senior consultants online to address the following objectives:

- Apply the concepts and elements of competencies and competency frameworks
- Understand the best practices and benefits of competencies
- Know how to plan, implement and enhance an integrated competency-based Talent Management approach for the County

Pricing & Assumptions

Software as a Service

CompetencyCore will be provided on an annual term agreement. Cuyahoga County of Ohio is able to use the software and access "the content" (competencies, on-the-job activities, interview questions and/or any derivative material from such content), as long as the agreement is in place. At the end of the agreement term, Cuyahoga County of Ohio may choose to renew the license or terminate. In the case of termination all access to the software and rights to use or display the content in anyway ceases. Content may be licensed under a new agreement. Maintenance and upgrades to the software are included in the annual license fees as long as the agreement is in place.

Pricing

CompetencyCore	Year 1	Year 2	Year 3
CompetencyCore			
Platform with	\$6,750	\$6,750	\$6,750
Interview Module &			
Foundational			
Competency Library			
Implementation, Set			
up & Support	\$2,000		

Agreement Assumptions

- Pricing in based on a three year term agreement
- Additional user licenses above can be added under a revised agreement
- Additional content, modules and users can be added at any time under a revised agreement
- All figures are in USD
- Payment Terms:
 - Net year one payment required 30 days from the date of the agreement
 - Annual fees are due before the twelve (12) month anniversary of each year

HRSG's Hosted Security Infrastructure

Categories

HRSG's security infrastructure is defined in 2 different categories.

PHYSICAL PREMISES SECURITY

The HRSG servers are housed at Rogers Data Centres in Ottawa, Ontario Canada. This is a protected facility (Government of Canada Protect B).

DATA SYSTEMS SECURITY

The data repository systems including file store and live database records are protected by limited user access. Access to these systems is limited to the HRSG IT Group.

The HRSG IT Group moderates access to these servers by employing the use of a hardware Router. A router, a piece of hardware, works in conjunction with the firewall, a piece of software, to block and direct traffic coming to the server. HRSG's systems are isolated behind this firewall where only monitored ports and Internet protocols are forwarded to the appropriate server.

Data interchange between the webserver and client is secured through the use of SSL (secure sockets layer). This is the same technology used in web-banking where the data exchanged between the client and server is encrypted. This eliminates the possibility of "In-Transit" interception of data by a third party.

HRSG web-applications require the use of cookies. No personal information is stored in this browser cookie, however as the web protocols are stateless, cookies are required in order to persist unique session identification between the user and web server/server side scripting language.

Main Characteristics of the Facility

STATE-OF-ART SECURITY

- Biometric security enforced through an iris scanner offers one of the most accurate, noninvasive security measures to ensure only authorized people enter the facility
- Guarded entrances have security cameras to scan and digitally record the interior and exterior of the facility 24 hours a day
- Security cameras incorporate low-light technology to allow clear visibility at night



- UPS systems and a high capacity generator
- Multiple 650 Kilowatt diesel generators that holds enough fuel for 24 hours of runtime at 100% capacity
- Generators are housed in a separate secure underground sound insulated bunker
- In the event of a power failure, the generator requires only five seconds to start and reach maximum generating capacity
- All equipment in the Internet Data Centre server room is powered from UPS systems
 designed with redundant NuWave modular UPS to ensure the equipment continues to
 operate in the event of a power failure

(i) THE NETWORK OPERATION CENTRE (NOC)

- Consists of groups of trained experts, who staff the data centre 24 hours a day and are able to identify and fix problems quickly
- Staff monitor the network and provide support for managed server and firewall services for clients
- Staff use remote hands assistance, including rebooting servers or rotating tapes, and assist clients through the data centre

(ii) REDUNDANT COOLING SYSTEM

• The server room has tonnes of redundant cooling delivered by Liebert systems, each unit with redundant compressors and AC units that are computer controlled to maintain temperature and humidity in the facility

(iii) FIRE SUPPRESSION SYSTEM

- Fire suppression capabilities are executed through FM-200 gas that extinguishes fire without water, to ensure no water damage to the IDC's equipment
- The back-up sprinkler system is installed and operates as a pre-action system, keeping pressurized air in the pipes
- The air is only replaced with water when the pipes reach a high temperature and the smoke

ABOUT HRSG

Since 1989, HRSG has worked with a range of industries to define talent needs, address skill deficiencies, and improve individual and organizational performance. Clients include global corporations and small or midsized organizations operating in sectors such as logistics, finance, accounting, technology, HSE, HR, manufacturing, sales and marketing, and many more. For more information, please visit www.hrsg.ca.



HRSG CompetencyCore Proposal

Cuyahoga County of Ohio

May 17th, 2016



Description of the Requirement

Cuyahoga County of Ohio has requested this proposal for **Human Resource Systems Group Ltd**. (HRSG)'s CompetencyCore Solutions and Competency-based talent management software.

Under this agreement you will receive:

- A secure CompetencyCore website with access to the Competency Manager and Interview module
- Access to HRSG's Foundational competency bundle
- User licenses for up to 500 employees for access to competency content and 10 user licenses for access to the Interview module.
- Price guarantee for the 3 year term of this agreement
- Administration training and support for up to 3 CompetencyCore administrators
- Competency- based Management Implementation and start-up
- Continual maintenance, upgrades and technical support for your CompetencyCore website for the term of the agreement.

Administrator Training

Our expert customer support team will provide one-on-one training with your organization to ensure a complete knowledge transfer equipping your administrators with the skills to implement and manage the tools.

What you get:

- Structured on-line training sessions (approximately 3 hours per module)
- Tutorials supporting self-help
- Site-set up
- On-call support via telephone and e-mail to address questions

Competency Based Implementation

HRSG will coach you through the critical steps necessary to use CompetencyCore in planning and implementing your competency-based talent management initiative.

3 hours of implementation coaching is provided by our experienced, senior consultants on-line to address the following objectives:

- Apply the concepts and elements of competencies and competency frameworks
- Understand the best practices and benefits of competencies
- Know how to plan, implement and enhance an integrated competency-based Talent Management approach in your organization

Pricing & Assumptions

Software as a Service

CompetencyCore will be provided on an annual term agreement. Cuyahoga County of Ohio is able to use the software and access "the content" (competencies, on-the-job activities, interview questions and/or any derivative material from such content), as long as the agreement is in place. At the end of the agreement term, Cuyahoga County of Ohio may choose to renew the license or terminate. In the case of termination all access to the software and rights to use or display the content in anyway ceases. Content may be licensed under a new agreement. Maintenance and upgrades to the software are included in the annual license fees as long as the agreement is in place.

Pricing

CompetencyCore	Year 1	Year 2	Year 3
CompetencyCore Platform with Interview Module & Foundational Competency Library	\$6,750	\$6,750	\$6,750
Implementation , Set up & Support	\$ 2,000		

Agreement Assumptions

- Pricing is based on a three year term agreement
- Additional user licenses above can be added under a revised agreement
- Additional content, modules and users can be added at any time under a revised agreement
- All figures are in USD
- Payment Terms:
 - Net year one payment required 30 days from the date of the agreement
 - Annual fees are due before the twelve (12) month anniversary of each year

Termination

Cuyahoga County of Ohio may terminate this Agreement at any time, without cause, by providing
to HRSG written notice of ninety days. Termination of this Agreement within the first year of the
Term will incur a termination fee equal to fifty percent of the remaining value of the Agreement.
Termination of this Agreement within the second year of the Term will incur a termination fee
equal to 25 percent of the remaining value of the Agreement. Cuyahoga County of Ohio may
terminate this Agreement at any time, with cause and without penalty, for breach of contract by
providing HRSG written notice of thirty days. Notice may be made via e-mail, post, or overnight
delivery service.

Agreement

The undersigned acknowledge that they are duly authorized to exercise this Agreement acceptance on behalf of their respective organization.

Laurie Olor	
Crattain (Str)	Signature:
Lorraine McKay	Name:
Sr. Vice President	Position:
Human Resource Systems Group Ltd.	Cuyahoga County of Ohio
May 17th, 2016	Date:

Cuyahoga County of Ohio Pricing Estimates based on Work Requested in RCM Meeting (July 22)

Department of Public Works RCM Project
Avantia - Ilona Daw-Krizman and Ross Pace

Cuyahoga County - Rich Orosz and Joe Conway Absent -

Administration Building July 22, 2015 Emery Road Office 1:00:00 PM

	Cuyahog	a County of Ohio CONFIDENTIAL
Start	ltem	Questions please contact llona Daw-Krizman
	* Discussion on the problems the Public Works Road Construction team is having with the software. Originally this software was developed by Avantia, Inc. and is now having problems. This meeting was to review the problems and see what can be done to alleviate the problem. Options are repairs to the application, working with IT to make other services available or a full rewrite.	
	Ross was the last Avantia developer to work on the application. David Lea, from DolT in Cuyahoga County, has been working on the application to make updates or changes as requested. Rich admitted that as some items were changed other problems came up. Without further research the reasons behind the problems cannot be easily discerned.	
	* Rich Orosz reviewed the problems faced by the RCM team:	
	1 Connecting via VPS permits functionality to work in the application. When logging in with the SSL printing is available but the application has problems. The reason they were using the SSL is to be able to use the wireless printers (not available with VPN). When the SSL was first created there were no problems with the application but now there are. It is not known if the problems are caused by changes to the application or access/firewall issues.	\$4,800.00
	2 Daily Diary - various problems were identified. This includes error messages that come on screen when trying to save data entered; Notes can be added but may not be saved; Formatting options are available in VPN but not on the SSL access; Critical activities are not available for view. (Screen shots will be provided)	\$4,800.00
	3 Project - Loading project bid details are a problem. Bid details for new problems are not uploaded easily and the upload is not always working. When a file is uploaded there is a summary response that claims the bid is uploaded, though when scrolling down one can see multiple error messages listed.	\$9,600.00
	Users in the field do not have the ability to clear multiple error messages. The errors may be the cause of formatting of the upload file, text errors such as spaces after that do not upload, alphabetic or numeric characters in the wrong fields, etc	
	Reports - The ability to get reports is fractured. There are reports established in the application and there are reports available throughout the application. Some reports are not available from the main "Reports" listing. David Lea has been helping with reports. There is no order to the reports provided and some of the reports are not easy to run as the parameters are vague.	\$9,600.00
	It would be nice to have some reporting of what is on the Master Listings in the system.	
	Server - There was some discussion that the server may be a problem with the application and when the team inquired about moving to a virtual server they were told it was not an option at this time.	\$1,800.00
	Daily Preview - In the previous system, the daily notes were easily viewable and the users could find items by moving through the daily notes preview without running a report. This feature is not available in the new application. The reporting capabilities for the notes is also not available. A Daily Diary report can be created but the format is placing the details on multiple pages making it difficult to read when out in the field. The previous system summarized the details on no more than two pages. The daily notes are not provided on the Daily Diary report. There are no search capabilities in the application reports or notes.	\$9,600.00
	Problem seen is the ability to enter future dates, that then were saved to the system. The users should not be able to add notes in the future and there should be some audit controls over the notes entered in the system. (See who is entering notes, logging in, editing details, etc)	

1 of 2

Cuyahoga County of Ohio Pricing Estimates based on Work Requested in RCM Meeting (July 22)



Department of Public Works RCM Project

Avantia - Ilona Daw-Krizman and Ross Pace

Cuyahoga County - Rich Orosz and Joe Conway Absent -

Administration Building July 22, 2015 Emery Road Office 1:00:00 PM

Cuyahoga County of Ohio CONFIDENTIAL

tart End		Questions please contact lona Daw-Krizman
1:00 PM 3:30 PM		4,800.00
	Critical Activities - There are several problems in this area. One is the formatting of the dollars (1234567.89 versus \$1,234,567.89 or having the numbers listed in a table with the ones, tens, hundreds lined up under each other). Some data entry on the activities are entered and do not permit changes if there was an error made (Entered Delivery for payment and it was Delivery and Labor cannot be corrected; impacting payments)	53,000.00
	Payments Journal - There are two places where Payment Journals are created/data sentered but the reporting is only out of the Reports menu. Also, the payments journal is an all or nothing report. It would be beneficial to be able to sort by dates or limit period reported. Long projects create reports that repeat data from the beginning of the project.	00.008,8
	Batches - The steps to create the batches is complicated. This process does not flow \$ easily and trying to understand what needs to be done and in what order should be easier.	\$3,000.00
	Budget Reports - Formatting is another problem with the Budget reports; Would like to \$ have sort and search capabilities; information provided is not useful (would like to see Section - Estimate \$ - Paid \$ - % Paid - Balance \$)	\$4,800.00
	Amendments - This part of the application does not work. If a contract is amended the data needs to be updatable.	\$4,800.00
	Attachments - There is the ability to upload files to a specific project but there is no way to retrieve the files uploaded and it is not know what directory these files are stored in.	\$3,000.00
	County Logo - Old logo; need to update	\$1,000.00
	Dashboard - There is a primary dashboard for the application but there is no dashboard capabilities for the specific project. The development of a dashboard would be helpful and may be able to reduce the running of reports to get information quickly.	\$4,800.00
	Update to newest versions of .Net supported by county standards	\$9,600.00
	The information here relates to the RCM system. There was some discussion regarding the Primavera application. Ilona will get in touch with Mike Chambers to see if this or any other systems are used and to document potential for ERP interactions. Don Jerele may also need to be involved.	
	The RCM application has no interface or ability to integrate data with an ERP. The discussion on this ability needs to happen.	
Total Time: 2:30		

\$82,800.00 Sub-total \$8,000.00 PM/BA Total \$90,800.00

Justification for Other than Full and Open Competition

<u>Completion Instructions:</u> The Office of Procurement & Diversity has established a standard template for preparation of Justification for Other than Full and Open Competition. Departments shall complete the template in accordance with one of the authorities permitting Other Than Full and Open Competition (listed below).

- Please submit the completed document per Instructions for Justification entry into NOVUS available on the OPD Intranet Site at http://intranet.cuyahoga.cc/en-US/opd-business-forms.aspx
- Please title the Novus request as: Justification: Your Dept Name. yyyy Type of Justification CE# or RQ# (Example) Justification: OPD 2016 Government Purchase RQ98789

NOTE: Contracting without providing for full and open competition shall **not** be justified based on:

- A lack of advance planning by the requiring activity; or
- Concerns related to the amount of funds available (e.g., funds will expire) to the agency or activity for the acquisition of supplies or services

The following authorities permit contracting without providing for full and open competition, in accordance with the requirements of the Contracting and Purchasing Procedures Ordinance. The Department representative has the responsibility of completing all of the information included in the template,

AVANTIA SOFTWARE SERVICES FOR CONSTRUCTION MANAGEMENT

Revised: 12/09/2015 Page 2 of 6

Page 2 of 6 **29 of 59**

OPERATING DEPARTMENT & ACTIVITY: (Choose 1)		
The {Enter Department Name} plans to contract with {Vendor} for the {Scope of service/time extension} for {services} in the amount of \${xxxx}. RQ#		
OR		
The Department Of Public Works plans to amend Contract No. with Avantia , to change 05-15-2016 through 12-31-2017 for IT Services in the amount of \$95,000.00.		
Check the appropriate box:		
☐☐ Governmental Purchase - County Code 501.12 (B)(8)		
□□ State Contract Purchase – County Code 501.12(B)(19)		
□□ Lower than State Contract Purchase		
☐☐ Government Cooperative Purchasing - County Code 501.12(B)(18) ☐☐ Federal Contracts ☐☐ Joint Purchasing Programs (includes GSA)		
x Contract Amendment		
Contract # _CE- 1000642		
RFP Exemption – County Code 501.12(D)		
□□ Community Rehabilitation Program (CRP) - O.R.C. 125.60 - O.R.C. 125.607		
☐☐ Ohio Industries for the Handicapped (OIH) - County Code 501.12(B)(13)		
♦ Public Utility (911 System) - O.R.C. 128.03 (F)		
□□ Exemption from Aggregation of Contracts -County Code 501.05(C)		

Novus	Title
-------	--------------

Justification: RCM

1. Description of Supplies or Services (If contract amendment, please identify contract time period and/or scope change). Avantia will supply programming services to update and upgrade an existing construction management package within the Department of Public Works.

If contract or contract amendment term has begun please respond to questions 1b. and 1c below:

1b. Why is the contract amendment being submitted late? This is part 2 of their original contract

1c. What is being done to prevent this from reoccurring? Nothing, we have an established relationship with this vendor that is valuable to our project.

- 2. Estimated Dollar Value. For amendments, please enter original contracted time period and amount and all previous amendment history \$95,000.00
- 3. Funding Source(s) including percentage breakdown. If other than General Fund, identify actual fund name.

65% Engineers

35% Sanitary Engineers

4. Was the specific project funding included in OBM-approved budget for the current year?

Yes.

- 5. Rationale Supporting the Use of the Selected Procurement Method (include state contract # or GSA contract # and expiration date)

 Avantia created the original program package and has the knowledge and personnel on staff whom was involved in the first implementation.
- 6. What other available options and/or vendors were evaluated? If none, include the reasons why. None. The familiarity with the software used to update the program and enhance usability is considered invaluable. Their knowledge of the software should allow a quicker implementation of the updated product. There is no learning curve to overcome.
- 7. What ultimately led you to this product or service? Why was the recommended vendor selected? They created the first release of the software package. They were picked through an rfp process and evaluation back in 2009. They have the knowledge, capability, staff and time to complete this upgrade in the required timeframe.
- 8. Provide an explanation of unacceptable delays in fulfilling the County's need that would be incurred if award was made through a competitive bid. The current version was written in technology that is now considered outdated. The updates and enhancement will allow the county to manage construction projects more efficiently and cost effectively. With staff shrinking and anticipation of future retirements the enhancements will allow for easier management of increased workload.
- 9. Describe what future plans, if any, the County can take to permit competition before any subsequent purchases of the required supplies or services. We feel once the software is updated it would allow for more completion when enhancements are required.

CERTIFICATION REQUIREMENTS

I certify that the information contained in this Justification of Other Than Full and Open Competition is accurate and complete to support the recommendation.

I further certify that the attached narrative justification verifies Cuyahoga County's minimum need or schedule requirements and any rationale used to justify other than full and open competition procedures.

Acquisition Initiator (Name and Title):
Acquisition Initiator (Phone Number):
Department:
Signature:
Date:
Department Director/ Court Administrator Approval
Name (please print):
Signature:
Date:
*OBM Analyst Approval (Required for all Justifications as of 11-04-15)
Name (please print):
Signature:
Date:
OPD will approve and make any comments in the Novus item.
RQ#
Novus Title Justification:

Revised: 12/09/2015

Page 6 of 6 33

November 1, 2016

Dennis Waina
Program Officer
Cuyahoga County Department of Public Safety & Justice Services
2079 East Ninth Street 5th Floor Suite 200
Cleveland, OH 44115

Re: Proposed Renewal Contract Price Quote for CLEAR Account: 1004071217

Dear Mr. Waina,

Thank you for your continued business with Thomson Reuters. The following is a proposed renewal of your current CLEAR Investigations Advanced subscriptions contract CE1500233, signed 02/23/2016. This will be an upgrade to the CLEAR Government Fraud service level at the same price point as the CLEAR Investigations Advanced subscription.

The quoted price to renew the five (5) license of CLEAR for a term of 24-months is:

- 1. The first twelve months of the extended contract from January 1, 2017- December 31, 2017 will have a monthly charge of Six Hundred Eighty Six Dollars and Twenty Five Cents (\$686.25) and an annual cost of Eight Thousand Two Hundred Thirty Five Dollars (\$8235.00). The increase in price from the current Contract monthly charge of Six Hundred Sixty Two Dollars (\$662) is due to the Three and Sixty six hundredths of a percent (3.66 %)yearly increase included in the cost of the contract.
- II. Months thirteen to twenty-four of the extended contract from January 1, 2018 December 31, 2018 will have a monthly charge of Seven Hundred Twenty Seven Dollars and Forty Three Cents (\$727.43) and an annual cost of Eight Thousand Seven Hundred Twenty Nine Dollars and Sixteen Cents (\$8729.16). This increase in cost from the prior twelve month period is due to a Six Percent (6%) yearly increase included in the cost of the contract.

The cost of the entire renewal contract is Sixteen Thousand Nine Hundred Sixty Four Dollars and Sixteen Cents (\$16964.16) and will extend the term of the current contract through December 31, 2018.

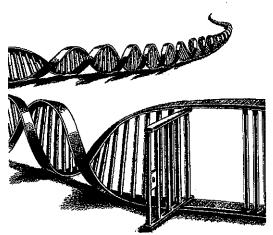
Sincerely,

Stephanie Yang, Esq.

Thomson Reuters the answer company

610 Opperman Drive (D4.S2844)

Eagan, MN 55123



Charles H. Brenner, Ph.D.

consulting in forensic mathematics
6801 THORNHILL DRIVE
OAKLAND, CALIFORNIA 94611-1336
\$\frac{\pi}{2}+1(510) 339-1911
E-MAIL: c@dna-view.com

WEB: www.dna-view.com April 18, 2016

Offer for DNA·VIEW & PATER

Account # 5126946

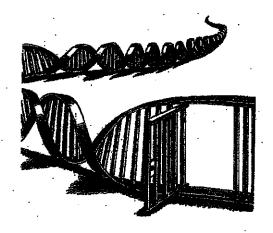
to: Cuyahoga County Medical Examiner's Office

11001 Cedar Ave. Cleveland, Ohio 44106 Re: proposal

DNA VIEW & PATER maintenance and support will continue to be offered at \$6400/year payable at the start of the maintenance period for each of the three years from October 1, 2016.

Dr. Charles Brenner, consultant

charles H. Brenner, PH.D. ONA-VIEW & PATEI Sche duk 1033



Charles H. Brenner, Ph.D.

consulting in forensic mathematics 6801 THORNHILL DRIVE OAKLAND, CALIFORNIA 9461 I-1336 (510) 339-1911 FAX (510) 339-1181 E-MAIL: chb@dna-view.com WEB: www.dna-view.com

July 10, 2006

PRO FORMA INVOICE

To: Dr. Elizabeth Balraj
Cuyahoga County Coroner's Office
11001 Cedar Ave.
Cleveland, Ohio 44166

Purchase Order: _______
Terms: prepayment or confirmed purchase order

Delivery: 3 weeks from receipt of confirmation, licence, and configuration questionnaire

DDU Cleveland

Country of Origin:

USA

Training to be arranged

Offer valid for 60 days

DNA-VIEW — Program for DNA identification Program includes forensic identification calculations (simple stains and mixtures), kinship (i.e. body identification from relatives), Disaster Screening module, paternity calculation, import of Genotyper/Genemapper data, database analysis, and other features.	\$7,500
training (1.5 days) technical support, maintenance, and upgrades for one year Travel expenses for training are not included and are left to be arranged.	1
PATER - Program for paternity reports	\$2,000
Optional extra training: 1-2 additional days of training may be desired for Disaster Screening and/or statistics and population genetics lectures	\$1400/day

Please make payment by check to Charles H. Brenner,

or by wire transfer to

Commerce Bank 101000019, PO Box 419200, Kansas City, MO 64141-6200 USA for (beneficiary) American Century Investments account # 2804918; instructions: "for benefit of Charles H. Brenner, 901-000967607"

DNA-VIEW AND PATER LICENSE AGREEMENT

he Licensor, Charles H. Brenner, having engaged in several years of development work, has created a system of computer programs (referred to below as "Programs") comprising DNA-VIEW for DNA identification analysis and PATER for serological analysis and reporting. The Licensor and Licensee agree to the following terms:

I. Payment

The Licensor licenses the Programs for the sole use of the Licensee, Cuyahoga County Coroner's Office, Cleveland, Ohio, and in return the Licensee agrees to pay \$9500. This license shall continue forever; except, upon violation of the terms of this agreement by the Licensee, the Licensor may revoke the license.

II. Maintenance

It is understood by the parties that Licensor may from time to time at his discretion add enhancements to the Programs. Maintenance, including enhancements and consultation support by telephone or fax, will be made available to Licensee at no additional cost during the first year from the date of execution of this contract.

After the first year maintenance will be available for an additional cost of \$2500 per year.

III. Guarantee

The Licensor guarantees that the Programs will perform to the satisfaction of the Licensee. Any defects in the Programs reported to the Licensor within one year will be corrected by the Licensor, without charge to the Licensee.

However the Licensor provides no other remedies or indemnification for defects.

In case of the demise or incapacity of Licensor source code and system documentation will be

made available to Licensee.

IV. Delivery

Software and manual ship within three weeks after the order is confirmed, the contract is agreed, and necessary customization information is supplied by the licensee.

When available and desired by Licensee, on-site training will be provided. Licensee will pay travel expenses.

V. Competitive Programs

The Programs are valuable and proprietary software, which the Licensee may not make available to any other person or entity. Adequate steps must be taken to prevent unauthorized disclosure or use of the Programs. No use of the Programs will be allowed in order to write Competitive Programs of a similar nature.

VI. Copies

Files with names of the form APL*.EXE may not be reverse assembled, reverse compiled, unlocked, or used to create a general APL application development system. Such files may not be reproduced, except that one (1) copy may be made solely for backup purposes, which copy must include the following copyright notice:

Copyright 1994 Manugistics, Inc.

Cuyahoga

DNA-VIEW and PATER License

Page 1 of 2

Efo E

The remaining parts of the Programs may not be reproduced for other than backup purposes. All copies must include the following copyright notice:

Copyright 1988-2005 Charles H. Brenner

VII. Running Extra Copies

At the discretion of licensor there may be a one time charge of \$1000 for each additional copy after the first to run multiple copies of the Programs. (This does not restrict multiple accesses on a local area network though.)

VIII. Damage

The parties understand that damages will result to the Licensor for each instance in which the Programs or any Competitive Program (written in violation of section V of this agreement) is unfairly distributed.

IX. Disputes

If any dispute arises between the parties concerning this contract or the performance thereof which the parties are otherwise unable to resolve among themselves, each party agrees to waive the right to sue in court and each party agrees that the dispute shall be resolved by binding arbitration with the American Arbitration Association.

Accepted by Licensee:

signature Elzaber. K. Boy wo

name

Elizabeth K. Balraj, M.D.

position Coroner, Cuyahoga County

institution

Cuyahoga County Coroner's Office 11001 Cedar Ave. Cleveland Ohio 44106

date

August 14, 2006

Accepted by Licensor:

Charles H. Brenner Consultant Oakland, California United States

July 10, 2006

DNA-VIEW and PATER License

Page 2 of 2

Cuyahoga



The Cuyahoga County Board of Control

SOLE SOURCE JUSTIFICATION

The Office of Procurement & Diversity (OPD) which reviews Cuyahoga County's procurement of goods and services for compliance with the OPD Policies and Procedures has modified the information required on requests for sole source purchases. The Office of Procurement & Diversity now requires submitting departments to provide a business case which includes specific details supporting the purchase being made on a sole source basis. The Office of Procurement & Diversity will now also require supporting affidavits from vendors attesting to the legitimacy of the request for a sole source purchase.

As a consequence of these additional requirements, departments will need to provide OPD staff with more detail justifying any purchases to be made on a sole source basis.

In view of these new requirements, OPD has developed a sole source justification packet for completion. If submitting a request for a sole source purchase, the department must complete this form, transmitting the completed form and corresponding affidavits to the assigned Buyer at OPD, via the Novus Justification process. The completed packet will also be required when amending contracts and/or exercising options to renew sole source purchases. In such situations, responses to the questions should address steps taken to confirm or validate that there have been no changes in the market for the goods or services, and that the transaction continues to be available from only one source. If a price change is involved, the department should indicate on what basis the prices changes were made, and what steps were taken to negotiate the lowest possible price increase.

The Office of Procurement & Diversity will not process any requests for sole source purchases without an approved completed Justification packet uploaded as an attachment when submitting the contract and/or amendment. If the packet is not fully completed or OPD has questions on the justification provided, the OPD Buyer will notify the department and withhold action on the transaction until the necessary details are provided. Therefore, it is critically important, and incumbent upon the department to fully and accurately complete the form, when it is required, in order to avoid any lengthy and unnecessary delays in processing the purchase transaction.

Revised: 12/07/2015

39 of 59



Requestor: Toni Wlosowicz/Dr. Kaur

Requisition Number: CR-16-37036

The Cuyahoga County Board of Control

Date: 5/20/16

Requestor Phone Number: 216-698-6526/4254

Justification for Sole Source Purchases or Contracts

requisition (united). Cit 10 3	respective framework and the first framework and the f
1. Vendor/Department Infor	mation
Department:	Medical Examiner's Office
Vendor/Contractor Name:	Charles Brenner
Vendor Contact Name:	Charles Brenner, Ph.D.
Address:	6801 Thornhill Drive
City, State, Zip Code:	Oakland, California 94611
Telephone Number:	510-339-1911
2 Whating the ground of the	41-4
2. What is the product/service	· · · · · · · · · · · · · · · · · · ·
Provide a detailed description	on of the product/service.

We are requesting for a maintenance contract for DNA-View software which is a technical program used for statistical analysis in DNA relationship testing casework to determine probability of an alleged relationship between individuals based on their DNA profiles. No DNA relationship report can be issued without this statistical analysis which is based on the frequencies of various genotypes in different races.

3. Will this purchase obligate Cuyahoga County to this or any other vendor for future purchases, for example, maintenance, licensing or continuing need?

Yes X No If yes, please provide details regarding future obligations and/or needs.

What is the duration of this purchase, including number of "potential" renewal options?

Revised: 12/07/2015

Check the appropriate box. If yes, provide information regarding the duration of any potential commitments as well as the estimated costs for such commitments.

4. Why do you need to acquire these goods or services?

Provide information on the main requirement for this purchase. For example, detail the nature of the instructional, research, or community outreach activities for which the purchase is necessary.

This is a maintenance contract for DNA-View software which is a technical program used for statistical analysis in DNA relationship testing casework to determine probability of an alleged relationship between individuals based on their DNA profiles. No DNA relationship report can be issued without this statistical analysis which is based on the frequencies of various genotypes in different races. Any issue with the software will stop statistical analysis and issuance of the DNA relationship testing reports. The maintenance contract is required for maintenance and technical support for the DNA View program to resolve any issues and to receive any updates made to the program due to updated DNA technology or any change required as per DNA Relationship Testing Standards. As this is a specialized program, technical support is necessary for any issue to be resolved in a timely manner so that statistical analysis can be performed in DNA relationship casework and the reports can be issued in a timely manner.

5. Why are the requested goods/services the only ones that can satisfy your requirements? What are the unique features of the product or service that are not available in any other product or service? Provide specific, quantifiable factors/qualifications.

Provide specific, quantifiable factors/qualifications.

Provide specific details on the compelling functional and/or technical reasons why the requested good or service is the only one that can satisfy the requirement. Indicate any features of the product or service that cannot be provided by an alternative product or service. In enumerating the unique aspects of the product or service, provide quantifiable details on the factors and/or qualifications that make the good or service distinctive. If the good or service is patented or copyrighted, provide the supporting information such as patent number or copyright holder.

As DNA-View software is used for statistical analysis in our DNA relationship testing casework, we need maintenance and technical support for the program to resolve any issues and to receive any updates made to the program due to updated DNA technology or any change in Relationship Testing Standards. This service is only provided through this maintenance contract offered by Dr. Charles Brenner, the creator of the program.

6. Were alternative goods/services evaluated? If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility. If no, why were alternatives not evaluated?

Provide names of alternate sources that were considered and specific reasons why each one was rejected. If other options were not evaluated, indicate the basis for not considering available alternatives.

No, the service contract is only offered by Dr. Charles Brenner, the creator of the DNA-View software program.

Revised: 12/07/2015

7. Identify specific steps taken to negate need for sole source provider.

Provide specific information regarding methods of search, geographic areas searched, and time-frame of search for alternate providers. If no efforts were made to identify and/or locate alternate goods/services, identify rationale for acceptance of sole source.

The DNA-View is highly specialized technical software and the service contract is only offered by Dr. Charles Brenner, the creator of the DNA-View software program.

8. Has your department bought these goods/services in the past? X Yes □ No If yes, who was the contractor/supplier and was the requirement competitively bid or sole source? What was the last date and price paid for goods/services?

Indicate whether the department has previously acquired the same goods or services. If the department has purchased the same goods or services, indicate if the purchase was based on a competitive process or a sole source. NOTE: If the same goods or services had been previously purchased based on a competitive process, provide additional details regarding why a sole source request is being made for this purchase. If the same goods or service had been previously purchased, indicate the date of last purchase and the price paid.

Charles Brenner is the originator of this software and we have been under contract for several years. It has always been a sole source. The last Contract term was 10/1/2012 - 9/30/2016, the price is the same as that Contract - \$19,200.00.

9. What efforts have been made or are being made to reduce the Department's reliance on a sole source provider for these goods/services in the future?

Describe specific steps, and/or alternate solutions under consideration.

The DNA-View is highly specialized technical software and the service contract is only offered by Dr. Charles Brenner, the creator of the DNA-View software program. No DNA relationship report can be issued without this statistical analysis which is based on the frequencies of various genotypes in different races. Any issue with the software will stop statistical analysis and issuance of the DNA relationship testing reports. The maintenance contract is required for maintenance and technical support for the DNA View program to resolve any issues and to receive any updates made to the program due to updated DNA technology or any change required as per DNA Relationship Testing Standards. As this is a specialized program, technical support is necessary for any issue to be resolved in a timely manner so that statistical analysis can be performed in DNA relationship casework and the reports can be issued in a timely manner.

10. What efforts were made to get the best possible price?

Identify any initiatives made with the vendor to obtain the most favorable pricing. For example, indicate if any quotes or discounted pricing was requested from the vendor. Additionally, if discounts or special pricing was provided please indicate the amount of the discounts as a percentage of the original or published selling price. If any other value added services such as training or extended warranty were provided, please provide details on those services.

The quote for 2016-2019 is the same as the last Contract. This has been submitted for Legal/Risk Management for accuracy of liability requirements.

Revised: 12/07/2015 **42 of 59**

available for providers of s Expand on this once quote i	J	no price comparison	s were made, please explain.
The quote for 2016-2019 is the s Management for accuracy of liabilia a potential deduction in our cost from	same as the last C ity requirements, if		
12. Amount to be paid:	\$19,200		
13. Funding Source(s) include actual fund name. Was proje year? General Fund – CR180026/026	ct funding include	d in the OBM-appr	oved budget for the current
Departmental Approval			
Department/Office/Agency Direc	tor	Date:	

Indicate any price comparisons or other benchmarks against which the vendor's price was evaluated. For example, if a professional service, are the hourly rates comparable to those

11. Why is the price for this purchase considered to be fair and reasonable?

Please print and submit to The Office of Procurement and Diversity along with completed requisition in BuySpeed Online.

*OBM Analyst Approval (Required for all Justifications as of 11-04-15)

Date: _____

Name (please print): _____

For Questions call the Office of Procurement & Diversity at 216-443-7200

Revised: 12/07/2015 43 of 59

CHARLES H. BRENNER, PH.D. - DNA-VIEW & PATER CONTRACT

Revised: 12/07/2015 44 of 59

BEFORE THE CUYAHOGA COUNTY **BOARD OF CONTROL**

Affiant,	, being first duly cautioned and sworn, deposes as foll
1. I have personal knowl	edge of all facts recited herein.
2. I am the	(official title and capacity) of (company name) with its principal place of business at (full address
3	(company name) is the sole source provide (goods/services to be provi
name) for the followi	goods/services to be provided) cannot be used another source other than (comparessons:
County Code and all apprincluding, but not limited County Code and all Counttp://code.cuyahogacoun	hat all contracts with the County, including this Contract, are subject to Cuyah licable laws, ordinances, resolutions, regulations, rules and policies of the Count to, Title 4: Ethics and Tile 5: Contracts and Purchasing. Copies of the Cuyaho nty ordinances and resolutions are available on the County's website at https://council.cuyahogacounty.us/
County Code and all apprincluding, but not limited County Code and all County!//code.cuyahogacour	licable laws, ordinances, resolutions, regulations, rules and policies of the Court to, Title 4: Ethics and Tile 5: Contracts and Purchasing. Copies of the Cuyaho nty ordinances and resolutions are available on the County's website at
County Code and all apprincluding, but not limited County Code and all County!/code.cuyahogacour 6. I am aware that Cuyah competitive bidding in 7. I am aware and agree of perjury. 8. I am aware that this A	ticable laws, ordinances, resolutions, regulations, rules and policies of the Count to, Title 4: Ethics and Tile 5: Contracts and Purchasing. Copies of the Cuyaho anty ordinances and resolutions are available on the County's website at http://council.cuyahogacounty.us/ and http://council.cuyahogacounty.us/ are above-referenced goods/services without a reliance upon my sworn representations herein.
County Code and all apprincluding, but not limited County Code and all County!//code.cuyahogacound. 6. I am aware that Cuyah competitive bidding in 7. I am aware and agree of perjury. 8. I am aware that this A Cuyahoga County Of	licable laws, ordinances, resolutions, regulations, rules and policies of the Court to, Title 4: Ethics and Tile 5: Contracts and Purchasing. Copies of the Cuyaho nty ordinances and resolutions are available on the County's website at http://council.cuyahogacounty.us/ and http://council.cuyahogacounty.us/ noga County intends to purchase the above-referenced goods/services without a reliance upon my sworn representations herein. That this Affidavit and the statements contained herein are made under penalty affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the statements contained herein are subject to investigation by the affidavit and the affidavit
County Code and all apprincluding, but not limited County Code and all County Code.cuyahogacour 6. I am aware that Cuyah competitive bidding in 7. I am aware and agree of perjury. 8. I am aware that this A Cuyahoga County Of criminal prosecution.	licable laws, ordinances, resolutions, regulations, rules and policies of the Courto, Title 4: Ethics and Tile 5: Contracts and Purchasing. Copies of the Cuyaho nty ordinances and resolutions are available on the County's website at http://council.cuyahogacounty.us/ In oga County intends to purchase the above-referenced goods/services without a reliance upon my sworn representations herein. Ithat this Affidavit and the statements contained herein are made under penalty affidavit and the statements contained herein are subject to investigation by the fice of the Inspector General, and any false statements herein can result in AFFIANT
County Code and all apprincluding, but not limited County Code and all County!//code.cuyahogacour 6. I am aware that Cuyah competitive bidding in 7. I am aware and agree of perjury. 8. I am aware that this A Cuyahoga County Of criminal prosecution.	licable laws, ordinances, resolutions, regulations, rules and policies of the Court to, Title 4: Ethics and Tile 5: Contracts and Purchasing. Copies of the Cuyaho nty ordinances and resolutions are available on the County's website at http://council.cuyahogacounty.us/ and http://council.cuyahogacounty.us/ and http://council.cuyahogacounty.us/ and http://council.cuyahogacounty.us/ and shove-referenced goods/services without a reliance upon my sworn representations herein. That this Affidavit and the statements contained herein are made under penalty affidavit and the statements contained herein are subject to investigation by the fice of the Inspector General, and any false statements herein can result in the fice of the Inspector General, and any false statements herein can result in the fice of the Inspector General, and any false statements herein can result in the fice of the Inspector General, and any false statements herein can result in the fice of the Inspector General, and any false statements herein can result in the fice of the Inspector General, and any false statements herein can result in the fice of the Inspector General, and any false statements herein can result in the fice of the Inspector General, and any false statements herein can result in the fice of the Inspector General, and any false statements herein can result in the fice of the Inspector General, and any false statements herein can result in the fice of the Inspector General in the

Revised: 12/07/2015 **45 of 59**

QUOTE CONFIRMATION



DEAR PAM WILKINS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. <u>Click here</u> to convert your quote to an order.

HLNG475	10/18/2016		JC-16-382 6 4		1609399	\$24,882.25
QUOTE#	QUOTE DATE		QUOTE REFERENCE	Ì	CUSTOMER#	GRAND TOTAL
		ll		A		

			-	
QUOTE DETAILS				
TTEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP FliteDesk 800 G2 - Core i7 6700 3.4 GHz - 8 GB - 1 T8	25	3845319	\$845.00	\$21,125.00
Mfg. Part#; P4K08UT#ABA				
UNSPSC: 43211508	,			
Contract: Ohio HP Inc NVP Computer Equipment (MNNVP-133 0A1067-13)				
HP - DDR4 - 8 GB - DIMM 288-pin	25	3846163	\$58.78	\$1,469.50
Mfg. Part#: P1N52AT				
UNSPSC: 43201402				
Contract: Ohio HP Inc NVP Computer Equipment (MNNVP-133 0A1067-13)				
NVIDIA GeForce GT730 graphics card - GF GT 730 - 2 GB	25	3868655	\$81.51	\$2,037.75
Mfg. Part#: N3R90AT				
UNSPSC: 43201401		•	•	
Contract: Ohio HP Inc NVP Computer Equipment (MNNVP-133 0A1067-13)				
Hardware Option(s) Install into Desktop/Notabook (CDW Configuration Sycs.)	25	1706189	\$10.00	\$250.00
Mfg. Part#: HWINSTALLDTNB				
UNSPSC: 81111511				
Contract: MARKET				
INSTALL SUMMARY				
TIEM.	QTY	CDW#		
HP EliteDesk 800 G2 - Core i7 6700 3.4 GHz - 8 GB - 1 TB	25	3845319	- Control of the cont	•
ITEMS TO BE INSTALLED			•	
HP - DDR4 - 8 GB - DIMM 288-pin NVIDIA GeForce GT730 graphics card - GF GT 730 - 2 GB Hardware Option(s) Install into Desktop/Notebook (CDW Configuration Syss.)	25 25 25	3846163 3868655 1706189		

PURCHASER BICLING INFO	SUBTOTAL \$24,882.25
Billing Address:	SHIPPING \$0.00
CUYAHOGA COUNTY JUVENILE COURT PAM WILKINS	GRAND TOTAL \$24,882.25
9300 QUNICY AVE CLEVELAND, OH 44106	
Phone: (216) 443-5036	
Payment Terms: Net 30 Days-Govt State/Local	
DELIVER TO	Please remit payments to:

Shipping Address: CUYAHOGA COUNTY JUVENILE COURT PAM WILKINS 9300 QUNICY AVE CLEVELAND, OH 44106 Phone: (216) 443-5036 Shipping Method: UPS Ground (2- 3 Day) CDW Government
75 Remittance Drive
Sulte 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Jeff Jones

(866) 668-9487

1

jeffjon@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at IITe://www.utike.com/oz/utik//terms/conditions/oroduct-sales/asaX For more information, contact a CDW account manager

1 .

© 2016 CDW+G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808 4239

(JUVENILE COURT) 2016 (CD) COVERNMENT) (DEPARTMENT ORDER) (JC-16-38264)

Cuyahoga County Court of Common Pleas, Juvenile Court Division Information technology Hardware, Software and License Purchase Requests

Reset Form

Hardware	Software		Both		License Renewal
Summary of what is needed: HP ENVY Phoenix Desktop - 8	60-170vx				
How many of each item: 25 List exact specifications for each changes to specifications will red		<i>ds, just g</i> ist muli	tiple items s	•	: Please remember that any
6th Generation Intel® Core TM i7 24GB DDR4-2133 DIMM (2x86 2TB 7200 RPM SATA 6G Hard 6GB Nvidia GeForce GTX 9807 SuperMulti DVD Burner 4 DIMM 7-in-1 Media Card Reader, 4 US HP Wireless 802.11 a/b/g/n/ac 1 Windows 10 Home 64	GB+2x4GB) RA Drive [DL DVI-I, HI B Ports (Top), A	M DMI, D audio [P, DP, DP] Fop 2USB2		
If known please identify: Manufacturer: HP	Brand: NVY Pho	oenix ^l	Model: 860-	170vx	Make:
Is the item listed on the Federal (

Please identify in plain language what the items are, who will use them:

Business Case Template

Problem Statement – IT dept. and fiscal dept. monitors are at end of life. Need to be able to enable IT and fiscal staff to view programs and problems.

Analysis – Need replacement/upgraded monitors for IT dept. and fiscal dept. which need to be attached to the desktop computers.

Solution – HP 28 inch led monitors, display resolution 3840x2160, position adjustments with height, pivot (rotation), swivel, and tilt, black color, and refresh rate 30-75 Hz

Recommendations – purchase the item as bid

Architectural Design - N/A

Financials - Court is budgeted for this item

Primary Location: If Needed N/A

Remote Location: If Needed N/A

Other Locations: If Needed N/A

Hardware Overview - If Needed N/A

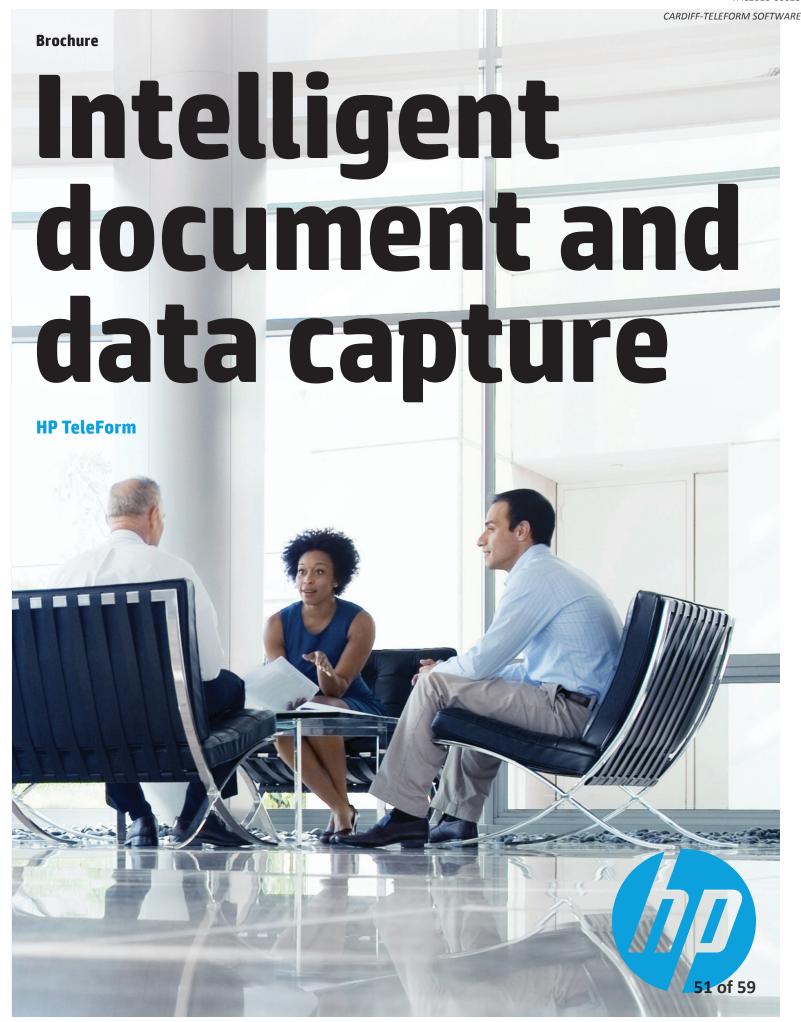
Cuyahoga County Court of Common Pleas, Juvenile Court Division Information technology Hardware, Software and License Purchase Requests

Reset Form

Hardware	Software	Both	License Renewal
Summary of what is needed: 28 inch Led backlit led mon			
	,		
		•	
How many of each item:		just general estimate q	f total) arately: Please remember that any
changes to specifications will			arately: Fledse remember that any
Screen Size: 28 in Display Resolution: 3840 x 2 Color: Black		1000	
Position Adjustments: Heigh Refresh Rate: 30 - 75 Hz	it,Pivot (rotation),Swiv	el, l'ilt	
		•	
If known please identify: Manufacturer: HP	Brand: NVY Phoe	nix Model: 860-170)vx Make:
Is the item listed on the Feder https://		Yes No	0
Should the Court purchase of	f the Federal GSA list	? Yes No	0
If so, please identify the GSA	item number:	And	l price listed:
Please identify why we should	d bid instead of purcha	asing off GSA list?	

Please identify in plain language what the items are, who will use them:

This item is LCD monitor to be attached to desktop computer. This item will be used by Information Service and fiscal office employees.



HP TeleForm

Highlights

- Automatically capture, classify and extract information from paper and electronic documents and convert them to process-ready content
- Eliminate manual document sorting and data entry using automatic document classification and information extraction
- Accelerate processes, improve service, reduce costs, and lower compliance risk to deliver rapid return on investment
- Powered by HP IDOL, HP TeleForm captures and understands all documents, enabling benefits to be leveraged across the organization
- Integrates seamlessly with HP Process
 Automation and HP WorkSite to provide a
 single platform for automating business
 processes that fully leverages all information
 sources, paper and electronic, structured and
 unstructured

"Improved information access and knowledge sharing are seen as the strongest benefits of scanning and capture. When combined with the more immediate financial benefits of increased productivity and reduced office costs, this produces a win-win situation."

 AllM Market Intelligence Industry Watch, ' Capture and Business Process' - Dec, 2010 In today's fast-paced business environment, it's important to be able to streamline critical business processes to improve client service, drive cost reduction and ensure compliance with policies. Nowhere is this challenge greater than for the wide range of document-driven processes that service the needs of customers, suppliers, and employees. Until documents are captured and their content is understood, the organization is unable to take action.

HP TeleForm automatically captures, classifies, and extracts information from paper and electronic documents using powerful recognition technologies and creating accurate process-ready content in real time. By eliminating time-consuming manual document sorting and data entry, HPTeleForm streamlines document-driven business processes and delivers a significant and rapid return on investment.

HP TeleForm provides a single platform for capturing all documents at the point they are received by the organization, across different departments, businesses, and geographies. This unified approach to document capture improves business operations across the enterprise through process acceleration, cost reduction, lower compliance risk, enforced process consistency, and increased information security.

Capture and understand information from multiple channels

When information is locked away in paper and electronic documents, it is virtually invisible to an organization. Not only does this represent a large, unquantifiable risk, it also blocks your ability to leverage a rich source of business information. HP TeleForm solves this problem by capturing documents, understanding the important information they contain, and placing them into a secure electronic repository so they can be managed correctly and fully exploited to benefit your business.

HP TeleForm is a multichannel solution for capturing information from documents received via mail, fax, email, the Internet, and mobile devices. Using advanced recognition and pattern—matching technologies, TeleForm understands structured documents such as application forms, semi–structured documents such as invoices and sales orders, and unstructured documents such as letters and contracts. This unrivalled flexibility has enabled thousands of TeleForm users worldwide to fully leverage the benefits of automation across the enterprise.

Integrate information, people and processes

In the modern enterprise, information and processes are pervasive, and the effectiveness and quality of their management directly impacts the success of the business. Because of this, enterprises are increasingly turning to integrated Business Process Management (BPM) and Enterprise Content Management (ECM) solutions to orchestrate the flow of information and tasks between workers and computers to complete a business process.

TeleForm integrates with the HP Process Automation and HP WorkSite to provide you with a seamless platform for automating your business processes. You can fully leverage all information sources—paper, electronic, structured and unstructured content—to guide and automate decision making and optimize business outcomes.

52 of 59

Key business benefits

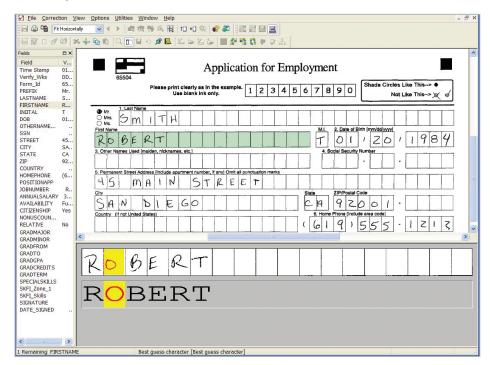
By automating the creation of process-ready content from paper and electronic documents, TeleForm enables you to:

- Improve customer, supplier, and employee service by initiating business processes as soon as documents are received, reducing latency and delays
- Reduce costs for manual document sorting and data entry by up to 80% in individual departments or across the organization
- Minimize risk of fines and damage to business reputation that arise from non-compliance by ensuring that paper-based information is stored securely
- Improve staff productivity by allowing knowledge workers to focus on value-adding tasks rather than time-consuming document sorting and data entry
- Ensure business continuity in the event of flood, fire and other catastrophic events by reducing the amount of unsecured paper moving around the organization
- Improve control by tracking and auditing the capture of documents from the point they are received at central and remote sites
- Improve visibility of information within the organization by converting paper documents into electronic information that can be shared easily between multiple employees and departments
- Increase data quality by eliminating human data entry errors, reducing costly and disruptive exceptions in downstream business processes
- Free-up expensive office space by eliminating on-site long-term paper storage requirements

Intelligent capture, powered by HP IDOL

TeleForm leverages HP's unique meaning-based computing platform, the Intelligent Data Operating Layer (IDOL), to classify and extract information from documents in real time. IDOL allows you to form a conceptual understanding of virtually all your information, structured and unstructured, both inside and outside the enterprise. IDOL uses patented probabilistic algorithms to automatically recognize concepts and ideas expressed in information.

IDOL's ability to understand content in any language gives HP TeleForm the power to capture, classify, and extract information from any paper or electronic document regardless of its origin or type. With the next generation capture capabilities provided by TeleForm, organizations can succeed in a more unstructured and distributed world where traditional computing technologies are no longer able to keep pace.



Intelligent Document Recognition (IDR)

TeleForm IDR technology automatically extracts index information from any document without human intervention, regardless of its layout. Leveraging the power of IDOL and a range of supporting rules-based technologies, IDR is able to automatically identify the precise nature of any document and extract individual fields, multiple lines, or entire tables of information.

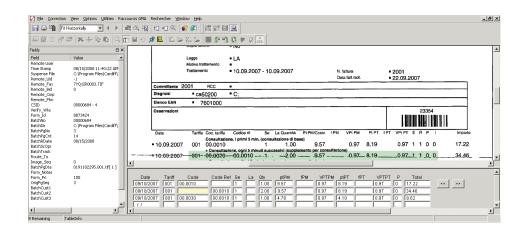
TeleForm IDR automatically locates information buried within a document using advanced pattern-matching techniques. IDR is vital for extraction of semi-structured documents like invoices and sales orders, and unstructured documents like letters and contracts, since the variation in layout makes pre-defining the location of the required information impractical or impossible.

Optimized for scale and accuracy

HP TeleForm is purpose-built for high volume, enterprise applications where scalability, accuracy, security, and compliance are critical to the business. Whether automating your document-driven processes in a single department or across your entire enterprise, HP is the only company to provide a complete suite of capabilities for capturing and understanding all content.

Customer solutions

- Legal: Case documents, client engagements, contracts
- Accounting: Expense reports, invoices, statements, purchase orders, time cards
- Customer Service: Order forms, warranty claims, service requests, consultation forms, work authorizations
- Human Resources: Application forms, enrollment, evaluations, request forms, consent forms
- Marketing: Customer surveys, event registrations, product evaluation forms, questionnaires
- Production: Work orders, requisition forms, shipping documents, receiving documents
- Government: License applications, census forms, tax forms, vehicle registration forms, business and building permit applications
- **Education:** Student applications, test results, financial aid applications
- Healthcare: Claim forms, prescription orders, patient encounter forms
- **Pharmaceutical:** Case report forms, patient surveys, research forms
- **Finance:** Loan applications, credit reports, new account applications, claims forms



When document-driven processes are originated at remote locations such as branch office or in the field, TeleForm enables you to capture documents at the point they are received using remote capture via FTP and the Internet. This is a vital capability in the modern business environment, where speed is of the essence and delays caused by physical shipping of documents can negatively impact customer service.

At every stage of the capture process, TeleForm validates extracted information to ensure that all content is fully authenticated and accurate before it is delivered into business processes and repositories, reducing downstream processing exceptions. TeleForm provides the flexibility to create complex business rules and logic to implement checksum algorithms, perform crossfield validation, and to verify information against external data sources.

Learn more at

http://www.autonomy.com/products/teleform

Sign up for updates hp.com/go/getupdated





Digital Vision

2024 St. John's Avenue Suite 201 Highland Park, IL 60035 p: 847.433.7530 f: 847.433.7535 e: teleform@att.net

September 8, 2016

Paul J. Sturman, MBA Office of Health and Human Services Cuyahoga County Cleveland, OH





TeleForm Version 11

<u>Description</u>	<u>Qty</u>	HP List <u>Price</u>	Digital Vision <u>Price</u>
TeleForm Version 11 Desktop Perpetual License Single Workstation Version Includes 1 each: Designer, Reader, ScanStation, Verifier, AutoMerge Publisher	1	\$8,000.00	
Digital Vision Cuyahoga County Discount		-\$2,000.00	\$6,000.00
Annual Maintenance and Support - Direct Digital Vision Cuyahoga County Discount	1 yr	\$1,680.00 -\$270.00	\$1,410.00
Includes Major Version Upgrades (i.e. v.11 to v12), Point Releases (i.e. v11.1 to v11.2), Service Packs and Unlimited Technical Support via Telephone, Email and WebEx.		\$9,680.00	
Total :	•		\$7,410.00

Total Discount: 23%

TeleForm Installation and Start Up Assistance

Included

 $"World's\ Hottest\ Enterprise\ Software\ Company"$

InformationWeek

Note: Discount reference cc_05 (expires 10/31/16). Software and license are via electronic download.

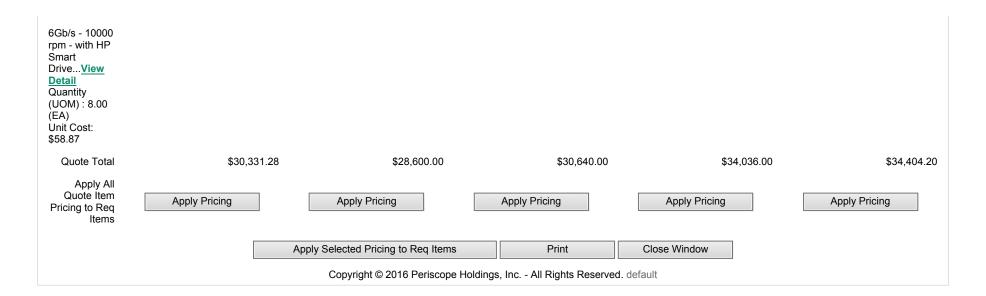


JUVENILE COURT JC-16-38093 BLADE SERVERS

Informal Quote Tabulation - Requisition JC-16-38093					
# of Items per page: 25 V Sort by: Print Sequence V Ascending V Sort by: Vendor Name V Ascending V	Go				
Total Item Count: 2 Informal Quote Bidder Count: 10					
Vendor 1-5 of 10 Index: 1 <u>2</u>					
Req Item Info	013827 - Bay Pointe Tech	016645 - BIT DIRECT	011672 - Brown Enterpris	004462 - CDW GOVERN	015589 - GlobeCom Techno
Item # : 1 Print Sequence: 1.0 (206 - 64) NEED FOUR HP Eenterprise ProLiant BL460c Gen9 Performance - Server - blade - 2-way - 2 x Xeon E5-2670V3 / 2.3 GHz <u>View Detail</u> Quantity(UOM) : 4.00(EA) Unit Cost: \$6,470.06	\$7,810.72 4.0 (EA) 0.0 (Tax) 0.0 (Freight)	\$7,277.24 4.0 (EA) 0.0 (Tax) 0.0 (Freight)	\$8,106.79 4.0 (EA) 0.0 (Tax) 0.0 (Freight)	**\$6,470.06 4.0 (EA) 0.0 (Tax) 0.0 (Freight)	\$8,128.33 4.0 (EA) 0.0 (Tax) 0.0 (Freight)
Item # : 2 Print Sequence: 2.0 (204 - 35) NEED EIGHT HP Enterprise - Hard drive - 300 GB - hot-swap - 2.5" SFF - SAS 6Gb/s - 10000 rpm - with HP Smart Drive <u>View Detail</u> Quantity(U0M): 8.00(EA) Unit Cost: \$58.87	Subtotal: \$31,242.88 \$195.59 8.0 (EA) 0.0 (Tax) 0.0 (Freight)	Subtotal: \$29,108.96 **\$58.87 8.0 (EA) 0.0 (Tax) 0.0 (Freight)	Subtotal: \$32,427.16 \$174.92 8.0 (EA) 0.0 (Tax) 0.0 (Freight)	Subtotal: \$25,880.24 \$188.07 8.0 (EA) 0.0 (Tax) 0.0 (Freight)	Subtotal: \$32,513.32 \$149.40 8.0 (EA) 0.0 (Tax) 0.0 (Freight)
	Subtotal: \$1,564.72	Subtotal: \$470.96	Subtotal: \$1,399.36	Subtotal: \$1,504.56	Subtotal: \$1,195.20
Quote Total	\$32,807.60	\$29,579.92	\$33,826.52	\$27,384.80	\$33,708.52
Apply All Quote Item Pricing to Req Items	Apply Pricing	Apply Pricing	Apply Pricing	Apply Pricing	Apply Pricing
	Apply Selected Pricing to Req Ite	ems Print	Close Window		
	Copyright © 2016 Perison	ope Holdings, Inc All Rights Reserve	ed. default		

Informal Qu	ıote	Tabulation - Requ	isitio	n JC-16-38093						
# of Items per page		Sort by: Print Se			G	0				
# of Vendors per p	age: 5									
Total Item C	ount	: ² Informal Quote I	Bidder	Count: 10						
Vendor 6-10 Index: <u>1</u>										
Req Item Info		014411 - OFFICEMAX	<u>0</u>	15017 - Save Systems	010	0881 - SHI Software Ho	0148	74 - Smart Solutions		014856 - Zones Inc.
Item #: 1 Print Sequence: 1.0 (206 - 64)		\$7,230.70 4.0 (EA) 0.0 (Tax) 0.0 (Freight)		\$6,700.00 4.0 (EA) 0.0 (Tax) 0.0 (Freight)		\$7,294.00 4.0 (EA) 0.0 (Tax) 0.0 (Freight)		\$8,099.00 4.0 (EA) 0.0 (Tax) 0.0 (Freight)		\$8,219.43 4.0 (EA) 0.0 (Tax) 0.0 (Freight)
NEED FOUR HP Eenterprise ProLiant BL460c Gen9 Performance - Server - blade - 2-way - 2 x Xeon E5- 2670V3 / 2.3 GHz View Detail Quantity (UOM): 4.00 (EA) Unit Cost: \$6,470.06		Subtotal: \$28,922.80	_	Subtotal: \$26,800.00	-	Subtotal: \$29,176.00	_	Subtotal: \$32,396.00	_	Subtotal: \$32,877.72
Item #: 2 Print Sequence: 2.0 (204 - 35) NEED EIGHT HP Enterprise - Hard drive - 300 GB - hot- swap - 2.5" SFF - SAS		\$176.06 8.0 (EA) 0.0 (Tax) 0.0 (Freight) Subtotal: \$1,408.48	-	\$225.00 8.0 (EA) 0.0 (Tax) 0.0 (Freight) Subtotal: \$1,800.00		\$183.00 8.0 (EA) 0.0 (Tax) 0.0 (Freight) Subtotal: \$1,464.00		\$205.00 8.0 (EA) 0.0 (Tax) 0.0 (Freight) Subtotal: \$1,640.00	-	\$190.81 8.0 (EA) 0.0 (Tax) 0.0 (Freight) Subtotal: \$1,526.48

JUVENILE COURT JC-16-38093 BLADE SERVERS





Principal Owner Form

(Required Document for Award Recommendations/Purchases/Contracts)

VENDOR: Please complete the following information and return it to the Cuyahoga County "Requestor"

Company Name (Legal name of the business):	CDW Government, Inc.
Principal Owner's Name (The legal name of the owner(s) of the business):	(*)Thomas E Richards
Owner/Officer's Title:	Chairman and CEO
Business Address:	230 N. Milwaukee Avenue Vernon Hills ,IL 60061-9740
Phone Number:	877.213.7338
Name of Person Completing Form:	Karen Lippmann
Signature:	Lew Transe
Title:	Deputy Director, Fiscal, Contracts and Grants Management
If there is more than one (1)	<u>principal owner</u> , complete information for that / those person(s) as well. If a resident or other officers of the Corporation representing shareholders. The
rporation, identify the CEO, Foundation, identify an inc	
UYAHOGA COUNTY STAN ertify that I have checked the ebsite and the Debarment/Susp	lividual(s) name. FF: Debarment/Suspension lists on the Cuyahoga County Inspector General's (ICoension lists did not contain the above detailed vendor and/or principal owner
UYAHOGA COUNTY STAN ertify that I have checked the ebsite and the Debarment/Susp	lividual(s) name. FF: Debarment/Suspension lists on the Cuyahoga County Inspector General's (IC
UYAHOGA COUNTY STAN ertify that I have checked the ebsite and the Debarment/Susp	lividual(s) name. FF: Debarment/Suspension lists on the Cuyahoga County Inspector General's (ICoension lists did not contain the above detailed vendor and/or principal owner

Cuyanoga County (Principal Owner Form, 01-16-2015)