

# CONTRACT

by and between

**Cuyahoga County, Ohio**

and

**CGI Technologies and Solutions Inc.**

THIS AGREEMENT (the "Contract"), is made and entered this 12<sup>th</sup> day of December, 2012 by and between Cuyahoga County, Ohio (the "County") on behalf of the Cuyahoga Support Enforcement Agency (the "County"), and CGI Technologies and Solutions Inc. ("CGI"), a Delaware Corporation, with principal offices at 11325 Random Hills Road, Fairfax, Virginia 22030 and Ohio office at 88 East Broad Street, Suite 1570 Columbus, Ohio 43215. (the Provider")

WHEREAS, the County has a present need for software support maintenance services of Kofax Software at CSEA; and

WHEREAS, CGI as a reseller, can provide Kofax Software Maintenance and Support Services available from the lowest of three bidders; and

WHEREAS, the County desires to avail itself of such services of CGI, and CGI is willing to provide such services to the County all upon the terms and conditions set forth in this Contract and the Schedule referenced herein.

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

## ARTICLE I – AGREEMENT AND TERM

1.1 Scope of Agreement. During the term of this Contract, CGI shall provide the County with Kofax Maintenance and Support Services as listed on CGI's Quote, Dated 12/12/12 and incorporated by reference herein as Schedule A. In the event that a discrepancy exist between the terms of Schedule A and this agreement, the terms of this agreement will be controlling and binding.

1.2 Term. The initial term of this Contract shall commence as of January 1, 2013; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of one year from the commencement date (1/1/13 – 12/31/13).

## ARTICLE II - SCOPE OF WORK

2.1 Rendering of Services. CGI hereby agrees to render the services identified in Article 1.1 and the attached hereto as Schedule A, at a total price which shall in no event exceed the amount of Twenty One Thousand Four Hundred Seventy Dollars and Zero Cents. (**\$21,470.00**)

### ARTICLE III - PAYMENT AND INVOICING

3.1 Payment. During the term of this Contract, the County shall pay CGI yearly for the maintenance services rendered.

3.2 Invoicing. CGI shall invoice the County for services rendered, or to be rendered, hereunder; payment shall be made upon the approval of the County Chief Executive and receipt of invoice for the fees set forth in Schedule A. CGI shall submit original invoice(s) to the following address:

Cuyahoga County Department of Information Technology  
ATTN: Business Department  
1255 Euclid Avenue 4th Floor  
Cleveland, OH 44115

### ARTICLE IV - INDEMNITIES AND WARRANTIES

Indemnification. CGI shall agree to release, indemnify and to hold harmless the County and any and all officers, agents, servants or employees thereof, from all liabilities for personal injury and damage to tangible property to the extent arising out of CGI's gross negligence or intentional tortious conduct under this Contract.

### ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

#### 5.1 Dispute Resolution.

a) In the event of any dispute or disagreement between CGI and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by CGI or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of

the matter in issue does not appear likely and so notifies the other party.

(b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder.

5.2 Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days or such longer period of time as may be specified in writing by the terminating party, taking into consideration the gravity and nature of the default. Such termination shall be referred to as "Termination for Default". Upon determination by either party hereto that the other has failed to satisfactorily perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure and of the time period that has been established to cure such failure, which time period shall be not less than ten (10) days. 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. CGI, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

5.3 Termination for Financial Instability. In the event that CGI 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 CGI 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 5.2, the "Termination for Default" clause, by giving written notice thereof.

## ARTICLE VI – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

6.1 Electronic Signature. By entering into this Contract, CGI, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

6.2 Compliance with ORC. CGI further agrees to be bound by the provisions of Chapter 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.

## ARTICLE VII – MISCELLANEOUS

7.1 Schedules Incorporated by Reference. The following Schedules are attached hereto and are incorporated by reference herein as if fully rewritten herein:

Schedule A: Quote Dated 12/12/12

7.2 Record Audit Retention. CGI 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 CGI be notified that an audit has been commenced pursuant to Ohio Revised Code §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.

7.3 Notices. 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 Information Services Center  
ATTN: Jeff Mowry, CIO  
1255 Euclid Avenue 4<sup>th</sup> Floor  
Cleveland, OH 44115

In the case of CGI:

CGI Technologies and Solutions, Inc.  
ATTN: Office of General Counsel  
11325 Random Hills Road, 8th Floor  
Fairfax, Virginia 22030

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.

7.4 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the County Prosecutor's Office as to legal form and correctness. Venue in any action brought under this Contract shall be in Cuyahoga County.

7.5 Security Standards. CGI must agree to maintain security standards consistent with the security of the Cuyahoga County Information Services Center. These include strict control of access to data and maintaining confidentiality gained while carrying out its duties. CGI agrees to consider all knowledge gained from access to Information Services Center applications, systems and programs as proprietary information supplied in the strictest confidence and shall release it only to authorized employees/agents requiring such information, shall not release or disclose it to

any other party or use it for manufacture or any other purposes except as required under this Contract, without the expressed written approval of Cuyahoga County. The term "confidential information" shall mean any device, process, method or technique originated by or peculiarly within the knowledge of Cuyahoga County and its representatives, employees, and those in privy with it, which is not available to the public and is subject to protection as property under recognized principles.

7.6 Contract Processing. CGI shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County Information Services Center  
ATTN: Business Department  
1255 Euclid Avenue, 4th Floor  
Cleveland, Ohio 44115

7.7 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this Contract must be executed by the Cuyahoga County before compensation for the services or products set forth in this Contract can be provided. In the event that services are provided by CGI prior to the execution of this Contract by Cuyahoga County, the same will be provided at CGI's risk, and payment therefore can not, and will not, be made unless and until this Agreement is approved by the Cuyahoga County. Upon approval by Cuyahoga 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.

IN WITNESS WHEREOF, the County and CGI have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

**CGI Technologies and Solutions Inc.**

**Cuyahoga County, Ohio**

Edward FitzGerald, County Executive

BY: 

BY: 

2013-02-01 11:39:22

**Edward FitzGerald, County Executive**



# QUOTE

Schedule A

**CGI Technologies and Solutions, Inc.**

**DATE:** DECEMBER 12, 2012

88 East Broad Street, Suite 1570  
Columbus, OH 43215  
Phone: 440-864-7812  
Fax: 614-228-2385  
Email: Ramarao.appana@cgi.com

**EXPIRATION DATE:** DECEMBER 31, 2012

## CLIENT INFORMATION

CUYAHOGA SUPPORT ENFORCEMENT AGENCY  
1255 Euclid Avenue, 4th Floor  
Cleveland, Ohio 44115

**CGI needs signed Purchase Order or signed Contract before 12/31/2012.**

### Kofax Reinstatement Fee

If end-user-support coverage lapses, Kofax reserves the right to impose a reinstatement fee equal to the current Kofax annual support fee and unpaid support fees from the date of expiration to the date of reinstatement, in addition to payment for at least one additional year of Kofax support services from the date of reinstatement.

More than 15 days lapsed = 1 month fee : \$1,988

2-3 Months lapsed = 2 month fee :

4-6 Months lapsed = 3 month fee

Greater than 6 months late = 6 month fee

Greater than 1 year = 1 year reinstatement fee

## DESCRIPTION SUMMARY

QTY	PRODUCT	PART NO.	PRICE	LINE TOTAL
3	IMG 6M/YR CNV S/N: PI28136	AE#VY01-006M	\$4,560.00	\$9,120.00
7	AC Workstation License S/N: PI28136	AE#T002U0000-C	\$720.00	\$3,600.00
1	10 CONCURRENT STATION S/N: PI28136	AE#T024-010U	\$4,560.00	\$4,560.00
1	CGI Discount - 10%		(\$2,386.00)	(\$2,386.00)
	Maintenance and Support for 1 year: Period: 01/01/2013 to 12/31/2013			
			<b>SUBTOTAL</b>	\$21,470.00
			<b>SHIPPING</b>	\$0.00
			<b>SALES TAX</b>	\$0.00
			<b>TOTAL</b>	\$21,470.00

## AGREEMENT ACCEPTANCE

Quotation prepared by: Ramarao Appana

To accept this quotation, sign here and return:

*Nate Hauer*

## **Appendix A**

### **Description of CGI Support Levels For Basic Support Services**

#### Level 1 Support

Level 1 support will be provided by CGI. Level 1 support will provide the initial contact with the client. CGI will receive and track all client calls to assure the collection of the appropriate problem information:

Typical problems Level 1 service may encounter include:

- Basic software setup
- Basic usage of the product
- Configuration of Drivers
- General software upgrade issues
- End-user support for training issues, etc.

Level 1 will escalate to Level 2 if the problem is either not readily solvable, solvable within prescribed guidelines or is rated a Severity 1 or 2 problems. Upon escalation, the call will be assigned to Level 2, but CGI will continue to be responsible for client contact and status.

#### Level 2 Support

Level 2 Support will be provided by CGI. Problems Level 2 may encompass include those beyond basic setup and usage issues. These may be bugs that CGI's software vendor(s) is or is not aware of and may need programming involvement and/or code changes to resolve. These problems may also be complex software upgrade issues, or client application issues, or core product issues that need to be researched, duplicated and tested in a support lab environment. If the problem is beyond known fixes, requires new software or drivers, or is not solved within prescribed guidelines, the call will be escalated to the next support level.

Level 3 support will be responsible for providing the solution and feedback to Level 2 support, who will continue to track the problem resolution and provide feedback to the Client.

#### Level 3 Support

Level 3 support is provided by the software vendor(s). This will be the first level of support from the CGI software vendor(s). The types of problems that are escalated to the software vendor support are problems, or bugs with one of the core software vendor products. Level 3 support will verify that the problem exists and can be duplicated in the support lab and determine if the root of the problem is with the core product or with the end-user application.

If the problem is determined to be with the application the software vendor(s) will inform CGI support staff and resolution responsibility will be returned to Level 2.

If the problem is determined to be in the core product, and a software patch/update is available that resolves the issue, the software vendor(s) will make the patch/update available for download by CGI or the client. If a patch is not available, the software vendor will escalate the problem to their engineering department. They will maintain direct communication with CGI concerning resolution status. Client contact will remain with CGI,

#### Engineering Support

The software vendor(s) engineering department will provide the highest level of support required to solve the Client problem. They will be responsible for providing the appropriate solution within prescribed guidelines, issuing appropriate fixes or patches to clients and the overall revision control and maintenance process of released software.

If the problem is a Severity 1 issue (the system is down or unusable) a patch or software update will be developed as required by Engineering. Once the patch has been developed it will be tested by the software vendors support staff and made available for download by CGI

If the problem is not associated with a down system, the software vendors engineering department will provide a timeline for providing a software fix. The fix will be scheduled as a patch included in the next maintenance release, or included in the next minor or major release. The software vendors support staff will provide feedback and resolution status to CGI. CGI will be responsible for maintaining contact with the Client.



## Client Support Guidelines

Support Level	Support Provided By	Time to Respond	Escalate To
Level 1	CGI	Standard: 8 Hours Optional Response Times Available	Level 2
Level 2	CGI	Standard: 8 Hours Optional Response Times Available	Software Vendor Support Level 3
Level 3	Software Vendor	<p>Depends on Severity</p> <p><u>Severity 1 (Critical)</u></p> <p>Estimated Resolution Date provided in 24 h</p> <p><u>Severity 2 (High)</u></p> <p>Estimated Resolution Date provided in 48 h</p> <p><u>Severity 3 (Medium)</u></p> <p>Estimated Resolution Date provided in 5 days</p> <p><u>Severity 4 (Low)</u></p> <p>Estimated Resolution Date provided in 10 days</p>	Software Vendor Engineering Staff