

**MANAGEMENT SERVICES DEPARTMENT  
MANAGEMENT INFORMATION SERVICES DIVISION  
Memorandum No. 2009-06**

**June 10, 2009**

**MEMO TO:** Honorable Mayor McElroy and City Council

**FROM:** Ryan P. McCrady, City Manager  
Gerard J. Bauer, Assistant City Manager  
David S. Johnston, Manager, MIS Division

**SUBJECT:** Electronic Document Imaging and Management System (EDIMS)

**SUMMARY RECOMMENDATION:** Staff recommends that Council approve the resolution at Enclosure 1, authorizing the Mayor to execute the purchase agreement at Enclosure 2, with TKB Associates, Inc, to implement an Electronic Document Imaging and Management solution for the City of Decatur.

**BACKGROUND:** Previous staff communications dealing with subject are Council Information Memorandum No. 2008-62 dated July 30, 2008, regarding Electronic Document Imaging and Management System, and Council Information Memorandum No. 2009-10 dated May 28, 2009, regarding Electronic Document Imaging and Management System, as well as the Council Study Session on June 1, 2009. As indicated, the City seeks to purchase and implement a new, comprehensive, fully scalable, state-of-the-art EDIMS capable of meeting the long-term enterprise-wide needs of the City, including, but not limited to, the handling, management, storage, and retrieval of documents in both a network and web-based environment. A multi-phased approach to a network and web-based system is planned, with initial implementation limited to the Public Works and Legal Departments. The procurement selection process was previously outlined. The attached contract is unchanged from the draft previously provided for your review.

**POTENTIAL OBJECTORS:** None anticipated.

**INPUT FROM OTHER SOURCES:** None.

**STAFF REFERENCE:** David S. Johnston, MIS Manager (450-2216)

**BUDGET/TIME IMPLICATIONS:** Funds have been carried over from FY 2009 in the Capital Improvements Budget to cover the initial cost of the software purchase. MIS Infrastructure costs will initially be covered by utilizing existing servers and storage capacity, and expanded as the pace of system implementation dictates.

Enclosures (2)

**RESOLUTION NO. R\_\_\_\_\_**

**RESOLUTION AUTHORIZING AGREEMENT  
TKB ASSOCIATES, INC.  
-ELECTRONIC DOCUMENT IMAGING/MANAGEMENT SYSTEM-**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,  
ILLINOIS:

Section 1. That the Agreement between the City of Decatur and TKB Associates, Inc. regarding the implementation of an Electronic Document Imaging and Management System for the City of Decatur be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Agreement on behalf of the City of Decatur.

PRESENTED and ADOPTED this 15th day of June, 2009.

\_\_\_\_\_  
MICHAEL T. MC ELROY, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

# ELECTRONIC DOCUMENT IMAGING AND MANAGEMENT SYSTEMS

Contract between City of Decatur and TKB Associates

6/15/2009



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## **Installation Agreement**

The purpose of this document is to describe the agreed expectations and conditions that TKB Associates, Inc. understands will lead to the successful completion of the work outlined below. This Agreement specifically incorporates all provisions of the Customer's Request for Proposals, a copy of which is attached hereto. This Agreement is intended to provide additional definition of the scope, limitations, and the terms and conditions of the work to be conducted by TKB Associates, Inc. under the block of hours purchased by the City of Decatur. To the extent there is any inconsistency between this Agreement and the provisions of the Request for Proposals, the Request for Proposals shall control. This Agreement also incorporates by reference, the listing of tangible items TKB will provide, attached hereto as Exhibit A.

### **Parties**

Hereinafter TKB Associates, Inc. will be referred to as TKB, and the City of Decatur will be referred to as "Customer." The "project" or "installation" will refer to any and all work to be conducted by TKB within the number of hours purchased by the customer.

### **Installation Summary**

The following is a summary of the project scope outlining the specific components to be installed and the work to be conducted by TKB within this agreement.

### **Installation Planning and Management**

A portion of the technical staff time included in this installation agreement has been allocated for project planning and management, pre-install walkthroughs, scheduling of staff and resources, and the delivery of equipment.

### **Cabling**

All cabling is separate and distinct from this agreement.

### **PC workstations**

Workstations are expected to be in full working condition and capable as the necessary access points to Laserfiche.

### **Printers**

Printers are the choice of the City of Decatur with the expectation that the printer drivers will work properly with each networked computer.

### **System Requirements**

We recommend that all components in this system have Power Conditioning and protection.

### **Customer Responsibilities**

The following is a list of responsibilities of the customer:

- a) The Customer's System Coordinator contact must be designated by the customer. All installation, support, and problem-solving issues will be directed to TKB through this

individual. If TKB is to provide other individuals ongoing information concerning the work/scheduling of TKB, it will be the customer's responsibility to provide TKB with the names of any additional individuals prior to TKB beginning the installation.

- b) The Customer's Network, Server, Workstations, Printers, Scanners are the responsibility of your organization and providers. If possible, a list of these items should be provided 30 days prior to TKB beginning the installation.
- c) The Customer will ensure that any phone/data lines used in the installation are operating according to specifications by having them checked and tested for a one-week period prior to TKB beginning the installation.
- d) The customer will furnish TKB the names, user IDs, and rights of all users on the system to be installed prior to the onsite installation.
- e) Any lodging, travel and food expenses for an overnight stay will be in addition to the installation and training costs quoted unless otherwise discussed and agreed.
- f) The Customer will allow authorized TKB employees access to all areas involved in the installation project

### **Scope of Coverage and Coverage Exclusions**

Unless both parties mutually agree, TKB will begin the installation once ALL items are received by TKB. TKB guarantees that the charges for the installation of the hardware and software as contained in this document will not exceed the cost of the time purchased unless customer deviates from the agreed upon implementation.

Time spent by TKB staff at Customer's location is to be used exclusively for the purpose of the installation of this project as outlined in this installation agreement. Additional Customer requests requiring TKB staff time not covered in this agreement shall be considered beyond the scope of this agreement and shall be subject to separate charges. Such requests will be processed as additional work and will be billed outside this agreement on a separate invoice(s). The primary responsibility of all TKB staff is the timely and successful completion of this agreement; other requests or projects will be scheduled as time becomes available.

Any additional TKB staff time and equipment required as a result of another party's errors, delays, or omissions will also be subject to separate charges. Any alteration or deviation from the specifications as described in the Installation Summary involving extra cost of material or labor will become an extra charge over and above the time purchased with this agreement. Any time spent troubleshooting products and services not provided by TKB, unless otherwise specified is not included in this agreement and is also subject to additional charges. All hours billed under separate invoice will be billed at the same rate as the original block of time purchased under the same terms and conditions.

### **Warranty**

Unless otherwise stated, all product warranties are as written with each manufacturer's initial product warranty enclosed with each purchased hardware or software product. TKB will forward to the client any direct vendor to end-user warranties received by TKB (except as specifically provided herein). There are no other warranties, express or implied including but not limited to any warranties of merchantability or fitness for a particular purpose made to the client, and the client hereby acknowledges that there are no such warranties in existence hereunder.

### **Insurance**

Customer's insurance requirements, identified as Appendix A to the Request for Proposals, are hereby incorporated by reference.

### **Taxation**

Customer is exempt from sales and use taxes on otherwise taxable goods to be furnished under this contract, and shall not be responsible for payment of the same. Customer shall provide TKB written proof of exempt status upon request.

### **Limitation of Remedy**

TKB shall not be liable for any damages caused by the delay in furnishing services or other performance under the agreement. The sole and exclusive remedy for any breach of warranty, express or implied, including services furnished under this agreement and all other performance by TKB under or pursuant to this contract shall be limited to the re-performance of any defective service provided by TKB and shall in no event include any incidental or consequential damages.

### **Title and Insurance**

Title to the equipment and software shall remain with TKB or third party lessor until entire balance of the purchase is received in full. All purchased products shall be fully insured by Customer for the full replacement value of the proposed order from delivery until fully paid. Customer shall use all necessary means to protect such equipment against damage and to protect TKB's title to the purchased items. It is understood that Customer is liable for any amounts owing at the time of loss of product or parts thereof for any reason whatsoever.

### **Liens and Encumbrances**

Customer shall not allow any liens or encumbrances to attach to the equipment or software and shall not remove said purchases from its original place of installation without TKB's written permission. TKB may, at any time, substitute its own performance with that of appropriate sub-contractors who shall be bound by the terms of this agreement.

### **Software Licenses**

TKB warrants that it is authorized to install Laserfiche software, that it is fully authorized to install the licenses granted under this agreement, and that it will defend the Customer's interest in the licenses conveyed, against any and all adverse claims. Warranties, copyrights, and licenses agreements shall be as stated in the manufacturer's software programs, and shall be provided to Customer. No rights to duplicate the software or documentation are granted or implied by this Agreement. Unlawful duplication shall be grounds for TKB to terminate the license granted hereunder and recover its property by injunctive relief, in addition to claims for money damages.

**Special Orders**

Products, which are indicated as a "Special Order", are subject to prepayment and may not be canceled or refunded.

**Termination**

Customer may terminate the contract at any time TKB fails to carry out the provisions of the Request for Proposals. Customer shall give TKB notice of such termination with stated reasons for the termination. If, after such notice, TKB fails to remedy the conditions contained in the notice, Customer shall issue TKB an order to stop work immediately and to vacate the premises. Either party may terminate the contract without cause upon giving 120 days written notice.

**Notice**

Notice under this agreement shall be in writing delivered or sent via regular first class United States mail, and directed to:

**Customer:**

Director of Management  
Information Services  
City of Decatur  
One Gary K. Anderson Plaza  
Decatur, IL 62523

**TKB**

Jerry Breitbarth  
President  
TKB Associates, Inc  
9449 Enterprise Drive  
Mokena, IL 60448

**Failure to Perform**

If TKB does not meet the specifications as set forth in this Agreement, Customer shall notify TKB of any claimed deficiencies, which shall be corrected to Customer's satisfaction within 30 days. If the deficiencies are not corrected in 30 days, Customer may terminate this Agreement, withhold additional payments, if applicable, and seek all remedies available at law or equity, including but not limited to "cover", and "specific performance.

**TKB's Cooperation**

TKB shall at all times observe and comply with all City rules and regulations in any way affecting the contract. Neither TKB, its employees, subcontractors, or agents, shall be considered employees of Customer for any reason whatsoever.

**Confidentiality**

TKB shall not disclose to any person or entity, and shall take all reasonable measures to assure the confidentiality of, Customer's information, including security, file designs, configurations, personal and proprietary information, and any other sensitive information asserted by Customer to be confidential.

**Hold Harmless**

TKB agrees to defend, indemnify and hold harmless the Customer and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage and/or death arising solely out of TKB's or any of its agents, servants and/or employees' negligent acts, and or failure to act in the performance of this Contract. Neither acceptance of the completed work nor payment therefore shall release TKB of its obligation under this paragraph.

**Adjustment to Price**

Changes in contractual provisions or services to be furnished under the contract may be made only in writing and must be approved by Customer and TKB. Should a decision be made to amend the scope of the contract, Customer and TKB will mutually agree, in writing, to an adjusted contract price. Any products already ordered and canceled before delivery or returned after delivery will be charged a 10% restocking and handling fee. Customer may receive a "Company Credit" or a check for any refunded items less any outstanding balances or fees.

**Jurisdiction**

Any disagreement arising under this agreement or any breach thereof shall be submitted to arbitration; judgment upon any award may be entered in a court of the State of Illinois. The arbitration shall be held under the rules of the American Arbitration Association or its equivalent at a site agreed upon by TKB and Customer, in the State of Illinois. No action under this agreement may be brought by either party more than one year after the cause of action has accrued.

**Modification or Amendment**

No modification or amendment of this Agreement will be binding on either party unless in writing and signed by an authorized representative or officer of either party.

**Equal Employment Opportunity Compliance**

TKB acknowledges that it has read and agrees to abide by the Equal Employment Opportunity Clause attached hereto as Exhibit B, and incorporated by reference.

**Payment**

Customer shall make payments as follows:

- 50% due upon execution of this Agreement
- 25% due upon delivery of components to client
- 25% due upon completion of the work

Customer shall execute all documents required by TKB or its assignee to protect TKB's title or security investment in any products without being leased or sold under conditional sales agreement.

Customer's signature authorizes TKB to order all equipment specified in Exhibit A, and commits customer to payment in full of the same according to the specified terms of sale.

**Entire Agreement**

This agreement contains the entire agreement, between customer and TKB. It shall become effective and binding upon acceptance and execution by TKB. It may be amended or modified only in writing and signed by duly authorized representatives of client and TKB. The laws of the State of Illinois shall govern this agreement.

The undersigned represent they have full authority to bind their respective principals, and agree, on behalf of Customer and TKB, to comply with the terms of this Agreement.

**CUSTOMER**

**TKB ASSOCIATES, INC.**

CITY OF DECATUR, ILLINOIS,  
A Municipal Corporation,

BY: \_\_\_\_\_

Its: \_\_\_\_\_

BY: \_\_\_\_\_

Mayor Michael McElroy

**ATTEST:**

\_\_\_\_\_  
City Clerk Celeste Harris

EXHIBIT A

**Pricing**

Software modules, services, and the renewable Laserfiche Software Assurance Plan (LSAP) costs have been listed to match the proposed solution.

**Software, LSAP, and Services**

Product	Description	Qty	Price	Total
	Server License			
S30	United Server for MSSQL	1	\$7,250.00	\$7,250.00
S3B	United Server for MSSQL LSAP (1 year)	1	\$1,450.00	\$1,450.00
WA1	Web Access	1	\$7,495.00	\$7,495.00
WA1B	Web Access LSAP (1 year)	1	\$1,590.00	\$1,590.00
WFS	Workflow	1	\$14,000.00	\$14,000.00
WFSB	Workflow LSAP (1 year)	1	\$3,000.00	\$3,000.00
ESRI	GeoDoc ESRI GIS Integration	1	\$7,500.00	\$7,500.00
ESRIUB	GeoDoc ESRI GIS Integration LSAP (1 year)	1	\$2,250.00	\$2,250.00
AM	Agenda Manager	1	\$14,000.00	\$14,000.00
AMB	Agenda Manager LSAP (1 year)	1	\$3,000.00	\$3,000.00
QFZPM	Quick Fields Zone OCR – Pattern Matching	1	\$3,485.00	\$3,485.00
QFZPMB	Quick Fields Zone OCR – Pattern Matching LSAP (1 year)	1	\$700.00	\$700.00
	Concurrent User Licenses			
FX	Full Concurrent User w/ SnapShot & Email	5	\$750.00	\$3,750.00
FXB	Full Concurrent User w/ SnapShot & Email LSAP (1 year)	5	\$150.00	\$750.00
RX	Retrieval Concurrent User w/ Email	10	\$300.00	\$3,000.00
RXB	Retrieval Concurrent User LSAP (1 year)	10	\$60.00	\$600.00
	Capture			
QF-1	Scan Connect 2 Pack	1	\$169.00	\$338.00
	<b>Subtotal</b>			<b>\$74,158.00</b>
	Professional Services *			
IMP	Original Proposal	1	\$1,200.00	\$1,200.00
IMP	GeoDoc GIS Integration	1	\$1,200.00	\$1,200.00
IMP	Workflow	2	\$1,200.00	\$2,400.00
IMP	Agenda Manager	1	\$1,200.00	\$1,200.00
TRAINING	Original Proposal	2	\$1,200.00	\$2,400.00
TRAINING	GeoDoc GIS Integration	.5	\$1,200.00	\$600.00
TRAINING	Workflow	1	\$1,200.00	\$1,200.00
TRAINING	Agenda Manager	.5	\$1,200.00	\$600.00
	<b>Subtotal</b>			<b>\$10,800.00</b>
	<b>Grand Total (United Server for MSSQL)</b>			<b>\$84,958.00</b>

**Canon Scanners**

<b>Product</b>	<b>Description</b>	<b>Qty</b>	<b>Price</b>	<b>Total</b>
DR-5010C	Canon DR-5010C High Speed Scanner Price reflects \$120.00 instant rebate, ends 6/30/09	1	\$3,020.00	\$3,020.00
DR-4010C	Canon DR-4010C High Speed Scanner Price reflects \$500.00 instant rebate, ends 6/30/09	1	\$2,100.00	\$2,100.00
	Price includes installation, configuration, forms testing, and training			
	<b>Subtotal</b>			<b>\$5,120.00</b>

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights (“Department”), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department’s Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor’s obligations under the Illinois Human Rights Act and the Department’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department’s Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department’s Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Effective February 9, 1981)