

COUNCIL WORKSHOP ITEM

ITEM: Purchase of a Document Management System
DATE: June 6, 2004
PREPARED BY: Village Project Team,
Principal preparer, Liangfu Wu, Director of Information Services
PURPOSE: Village Council's Approval
BID AMOUNT: \$102,750 **ACCOUNT:** 001.243.0000.5835
BUDGET AMOUNT: \$100,000

DISCUSSION:

Background

All government agencies are responsible for tracking and maintaining immense amounts of paperwork. These documents constitute a necessary part of our daily operations and accountability. Documents include those of a historical nature as well as current activities. The ability to share information among departments is critical. As projects develop, the number of people needing information increases. Over time, increasing amounts of time are spent researching, copying and distributing these documents. The process to store paper copies becomes difficult as space becomes limited and the files grow. As experienced here, documents are kept in different buildings and cannot be easily shared. Further, some of these documents show a great deal of wear and tear over time. In an effort to address these issues, a project team was established to research managing documents electronically.

Five years ago, staff from the Code Services and Information Services conducted a market research in document management technology. However, given the high cost and limited functionality available at that time, it was determined that the Village should wait for better technology and potentially a lower cost.

Initial Research

Since Summer 2003, the project team consisting of staff members from several village departments has participated in a series of concept review sessions and meetings during which the legal aspects of document management were addressed. In addition, several team members attended site visits in other municipalities (see Attachment X) to learn how similar municipalities utilize their document management system.

In order to allow the project team to fully understand the technology and its impact on our operations, three companies were invited to demonstrate their products at concept review sessions that allowed the project team to see the value of the technology and the functional differences between a document imaging system and a document (content) management system.

Document Imaging System

A document *imaging* system refers to the process of capturing the image of a paper document and turning it into digital form. A document scanner is usually used for capturing the document image, although other imaging methods are also available.

Currently, the Police Department has a document imaging system (Laser Fiche). This system was purchased several years ago for imaging records that could not be produced in digital format. Laser Fiche still functions well and serves the needs of the police operation. However, because Laser Fiche has not developed a comprehensive document *management* system, the project team is considering other products in addition to Laser Fiche. Also, due to issues involving confidentiality and security, using the current imaging system to serve general Village operations and, potentially, the general public may not be an option. The current project will not seek to include records and documents scanned and stored with Laser Fiche.

Document Management System

A document *management* system refers to the systematic organizing, storing, and retrieving of documents. A computerized document management system can manage not only document image files, but also many kinds of digital files. Based on the trend seen in recent development of this technology, the differences between the two types of systems are diminishing. A document management system today includes the imaging function and the core functionalities of document management. As many document-imaging companies have added more management functions to their systems, others seek to provide systems that focus on managing not only files but also contents and workflow of documentation regardless of the sources.

For the current project, we are looking at two major functions: imaging and managing. For departments such as Code Services, Planning, and Public Works it is important to digitally capture some of their large size maps and drawings as they take up too much office space and are, therefore, difficult to manage. In addition to simply scanning large size maps and drawings, the project team is especially interested in the management side of this technology. Some of the systems provide an excellent indexing and cross-referencing function, a document flow control mechanism, and form processing with sequential and conditional routing control. All of these features will allow for greater and more efficient coordination of documents and work activity among departments.

Village Wide Document Inventory

The project team is also conducting a Village-wide document inventory. As we learned in the process, files and records produced and managed in the Village's daily operation are grouped into different categories. Files and records in most of these categories should, by legal definition, be kept for a specific period of time dictated by the Local Records Act of the State of Illinois. Furthermore, when the Village is authorized to destroy certain files and records, these files and records must be destroyed. Staff is coordinating their efforts with the Village Clerk's Office. A good document management system will help the Village reach compliance with the legal requirements of file and record retention. For example, once the Village is authorized to destroy certain documents, the system can be programmed to automatically delete the authorized files and records at a predefined time at the discretion of the Village Clerk.

Basic Requirements

In November 2003, the Village issued an RFP (Request for Proposal) for this project. The RFP contains 155 technical requirements (attached). Due to the limited budget, the RFP focused on

two areas of document management: management of MS Office files and form processing and management.

Management of MS Office files (e.g., Word, Excel, Power Point, etc.)

Management of files created with MS Office applications requires the system to possess the following capabilities:

- Capturing and managing files in their native formats
- Versioning control
- Check-in/out
- Notations
- Archiving with retention schedules
- Indexing
- Full-text and cross-referencing search including OCR/ICR search and searching on notations
- Security by file types, folders, index fields, notations and certain words in the document known as token security
- Managing imaging process

Form Processing and Management (E-Form)

This E-form requires that the system allow Village staff to process various forms directly on the system with pre-defined routing schemes containing the required security. The first form to be implemented as stipulated in the RFP is the PAR (Personnel Action Request), a form heavily utilized in the Village under the Human Resources Department. On an average day, HR staff process 7-10 PARs. The form itself carries as many as 36 different routes, from a simple Address Change Request to the most complex Employee Dismissal action. A computerized “E-PAR” with sequential and conditional workflow will help shorten the PAR processing time from days to just a few key strokes.

Vendor Selection

By the end of January 2004, a total of 14 vendors responded to the RFP. Some of the proposed systems focused on the imaging side of the technology, others offer more advanced, comprehensive content management solutions at the enterprise level. The team carefully reviewed and discussed all of the proposals and invited four vendors to demonstrate their systems. The final selection was made between two systems:

1. OnBase, a product by Hyland, local integrator: Crowe Chizek located in Oak Brook, Illinois
2. Liberty NET, a product by Liberty IMS, local integrator, Novanis located in Springfield, Illinois with a branch office in Lansing, Illinois

These two vendors were asked back for another round of demonstrations of their products and to answer more specific questions from the team.

Based on the 155 initial requirements, the selection was further focused on the following areas:

- System configuration: overall system architecture, manageability, database, interface, and scalability.
- User interface: the level of flexibility to meet users' needs at different levels, ease of use, the balance between ease of use and sophisticated functions
- Vendor and vendor staff: stability of the firm, professionalism of their staff, technical competence, availability for technical support (e.g., location of the firm, number of staff members, etc.),

In addition, the team conducted vendor reference checks and visited vendors in their office, observing the operation of the company and their supporting staff.

After careful consideration, the team decided to recommend that the Village purchase the OnBase and award the project to Crowe Chizek. As both OnBase/Crowe and Liberty NET/Novanis are considered good systems, but based on the categories mentioned above, the Crowe/OnBase combination is recognized by the team as a better choice. Overall, the team feels that OnBase is an enterprise level system that will grow with the changing needs of the Village in years to come.

During the selection process, the team was fortunate to receive some valuable input from Jan Sablick. Ms. Sablick is the Record's Manager for the Police Department, City of Naperville, Illinois, and she is the Chicago Chapter President for AIIM (Association for Information and Image Management). According to Ms. Sablick, the City of Naperville's Police Department has had an imaging system to scan police records since 1992. In 2003, the City of Naperville purchased OnBase as an enterprise document management solution for use in the entire city. Advice from Ms. Sablick helped us in many aspects of our project, e.g., overall technology, system features and functionalities. Based on her experience in the document management field and her knowledge concerning Hyland, the manufacturer of OnBase, Ms. Sablick strongly suggested the OnBase solution.

Ms. Sablick's recommendation is also confirmed by other staff members from City of Naperville. Before finalizing this report, several project team members visited Clerk's Office, City of Naperville. Both the users and the EDM (Electronic Document Management) manager gave OnBase very positive remarks.

Finally, OnBase has been recognized in the document management system industry for its system design and functionalities as indicated in a report prepared by Doculabs (attached). Doculabs is an independent consulting firm that specializes in evaluating various document management systems.

Cost

There are a number of systems today utilized by much larger private and public organizations. During the project teams research and analysis phase it was noted that the systems in that category are not suitable for the Village. The project teams focus is primarily placed on mid range systems. Among the 14 responding vendors, the prices ranged from \$60,000 to \$150,000.

During the selection process, cost was an important factor. However, the team was not solely guided by cost. The team believed the selected system should bring significant and long lasting changes to the organization. The traditional “going for low bid” government mentality may eventually hurt our efforts to improve our operation, resulting in inefficiency and a misuse of our financial resources. A cost comparison between the two finalists (Crowe/OnBase and Novanis/Liberty NET) is noted in the following table.

Items	Crowe/OnBase	Novanis/Liberty NET
Software (10 concurrent licenses)	\$65,190	\$30,285
Implementation	\$20,250	\$12,800
General staff Training	N/A	\$2,400 (10 users 2 days)
IS Staff Training	\$3,000 (2 persons @ vendor site)	\$3,000
Annual Maintenance	\$14,310	\$4,789
Total Cost	\$102,750	\$53,274

As shown by the comparison table, the cost difference between Crowe/OnBase and Novanis/Liberty NET is significant. Based on a careful review of the systems and the impact the systems may have on the entire organization, the team believes that the merits of the selection outweigh the cost difference. The project team believes that this document management system will bring dramatic changes to our daily operation, and as a result, significantly raise the level of effectiveness in managing our paperwork.

Implementation

Because of the impact the system has on the organization as well as individual staff users, the project team decided to introduce the application to the organization under a pilot approach starting with one or two departments and expanding to others, to eventually include the entire organization. In addition, the pilot implementation approach will allow the team to assess a more accurate number of user licenses for budgetary purposes. In the first phase, the implementation will include:

1. Workflow and form processing for Human Resources Department
2. Scanning HR personnel records/files into the system
3. Managing of files produced by MS Office application in two or three departments
4. Scanning and managing large drawing and maps used in PWs, Code Services and C & PC

Due to the limited budget, the team did not plan to *directly* integrate the system with other computer applications in the Village in the first phase of the project. Files and records processed by other applications will be managed by the document management system after they are produced in digital format. Considering this future target, we have verified that OnBase includes an optional module that can interface with other preexisting applications.

Since Hyland prices its product under a modular structure, other modules can be added to the system individually when needed. For example, the team plans to move the system to the intranet in F/Y of 05/06. With an OnBase server, the system is 100% accessible from the Internet. Since the document management system is an internal application, the team does not plan to move the system to the Internet.

At this time, no hardware (servers and storage devices) is required and based on the system upgrade in next F/Y, we have adequate equipment to host the application.

-----END-----

Project Team Members

Kent Adams, Fire Department	April Holden, Village Clerk's Office
Mike Baker, Manager's Office	Ann Marie Perez, Legal Department
Dan Grecco, Public Works	Lori Sommers, P & CD Department
Fran Frasson, Human Resource Department	Terri Tarka, Finance Department
Brad Folkens, Information Services	Liangfu Wu, Information Services
Dave Hanks, Information Services	Greg Zimmerman, Human Resources Department

ATTACHMENTS:

- A. Portion of the RFP: 155 Technical Requirements
- B. Sample of PAR
- C. Report on OnBase by Doculabs
- D. Contract with Crowe reviewed and approved by Legal Department
 - Consulting Agreement
 - Software Maintenance Agreement
 - End User License Agreement

RECOMMENDATION:

The document management project team recommends that the Village Council authorize the purchase and implementation of OnBase and award the project to Crowe Chizek. There is a budgeted amount of \$100,000 in F/Y 04/05.

APPENDIX I

List of Required Functions & Features

REF #	DOCUMENT CAPTURE	VENDOR RESPONSE
1.	Capture documents electronically when initially created within the Village (i.e. MS Office Suite and other desktop software)	
2.	Capture documents electronically when received from an outside source electronically (i.e. MS Office Suite and other desktop and Internet software)	
3.	Capture, store and retrieve documents based on folder types, document types and multiple indices	
4.	Capture fax documents, email documents, electronic forms and other non-imaged documents in a folder	
5.	Support an unlimited number of levels within a folder	
6.	Support an unlimited number of documents within folder	
7.	Create a table of contents for a folder automatically	
8.	Support adding additional folder types at any time	
9.	Ability to add additional document types at any time	
10.	Ability to merge documents into a single document	
11.	Ability to utilize computed fields whenever possible (dates, usernames, etc.)	
12.	Support extensive on-line editing	
13.	Ability to scan multiple size documents-from 8.5" by 11", 5.5" by 8.5, 11" by 17"24" by 36" to E-size.	
14.	Support double sided scanning	
15.	Support all types of documents including handwritten, typed, colored documents and others.	
16.	Ability to scan documents, save and index later.	
17.	Ability to scan/Index documents in batches	
18.	Support scan control capabilities including automatically eliminating blank pages, scan pausing, highlight missing pages, track rejected documents and other features	
19.	Ability to deskew, despeckle and other document enhancement capabilities	
20.	Ability to check for clarity of scanned document and delete or rescan if necessary.	
21.	Support up to 600 dpi resolutions (halftones, color or black/white) or higher as needed for detail.	
22.	Support OCR/ICR	
23.	Ability to mark a document as scanned	
24.	Ability to mark a document as indexed	
	INDEXING	
25.	Ability to index a document and annotations attached to the document via an electronic document template	
26.	Ability to add indices based on predefined tables and pull down menus (i.e. valid document types, folder types, etc) and any text in a document including annotation notes	
27.	Ability to index standard documents via OCR/ICR	
28.	Support bar coding	
29.	Ability to add/modify indices for any document type at any time	

30.	Ability to store multiple indices per document	
31.	Ability to index multiple documents at the same time.(i.e. batches)	
32.	Ability to index document and store in multiple folders	
33.	Ability to support a default index value	
SAVING		
34.	Ability to save documents on multiple electronic media formats (e.g., disk, optical disk, WORM, CD-ROM, DVD, etc)	
35.	Ability for the system to automatically manage the storage of documents across the media formats	
36.	Ability to preserve the integrity of saved documents	
37.	Ability to annotate documents, such as highlight, and attach notes, arrows, pin-up text, rectangles, etc.	
38.	Ability to redact documents	
39.	Ability to store multiple document media including photos, video, audio and others	
40.	Ability to include signed documents via digital signatures or scanning originals	
41.	Ability to electronically "sign" and "attest" documents	
42.	Support documentation in various document formats (i.e. doc, xls, ppt, tif, jpg, gif, dwg, dxf, pdf, html, xml, mxd, apr, bmp, eps, ai, emf, etc.)	
SEARCHING		
43.	Ability to search and retrieve documents via indices/keywords including new documents and converted documents	
44.	Provide a full range of inquiry capabilities, across old and new documents including keywords, full text, Boolean Logic, date ranges, Soundex-like, attribute based, criteria based, field specific, Thesaurus, wildcard and others	
45.	Ability to perform full text searches across new documents, backfile converted documents and annotations attached to documents	
46.	Ability to display search results in a logical order and change the display order (i.e. ascending, descending)	
47.	Ability to provide "bookmarking" capabilities	
48.	Ability to provide search templates and stored searches	
VIEWING		
49.	Ability to electronically share documents with other departments on the Village's network via common access to the database of the proposed system	
50.	Ability to zoom, rotate, change orientation and pan within document viewer	
51.	Ability to distribute documents electronically across the Village's network, Intranet and via the Internet	
52.	Ability to page/browse forward/backward within a document	
53.	Ability to display images side by side	
54.	Ability to view split screen (i.e. document and code tables)	
55.	Ability to view documents that are imported (i.e. Internet)	
56.	Ability to view various formats including AFP, ASCII, JPEG, TIFF, CCITT, HTML, PDF	
57.	Ability to support thumbnail sketches	
VERSIONING		
58.	Ability to provide document versioning	

59.	Ability to search across multiple versions of a document	
60.	Ability to restrict documents to read only, read, print, scan, index, read/print	
61.	Ability to provide a complete document history by version	
62.	Ability to print documents from within the view that includes header information such as the date, version and other features such as Village logo or digital signatures	
WORKFLOW		
63.	Ability to route documents and track status	
64.	Ability for users to customize and easily modify workflow process online	
65.	Ability to maintain electronic approval history, even if workflow processes change	
66.	Ability to develop multiple	
67.	Ability to track dates and duration of workflow	
68.	Ability to support sequential routing	
69.	Ability to support conditional routing	
70.	Ability to support parallel document routing with a rendezvous feature	
71.	Ability to support prioritized routing	
72.	Ability to support a pending function	
73.	Ability to establish workflow life cycles	
74.	Ability to support individual and group work queues	
75.	Ability to support manual workflow override by users with assigned security	
76.	Ability to provide workflow polling, which allows a user to be notified immediately when a new task is received	
77.	Ability to include the option for email notifications to those with pending actions	
78.	Ability to highlight major delays in the workflow process based on user driven parameters	
REPORTING		
79.	Provide inquire/report capability on system data for analysis and management reporting purposes.	
80.	Provide standardized reports on system data for basic users and customizable reports for power users	
81.	Ability to support system management reporting including, at a minimum: <ul style="list-style-type: none"> • Number of images scanned, inspected and indexed by time period • Number of rescans by operator/time period • Number of documents in the queue • Audit trail reports 	
PRINTING		
82.	Ability to print at any point in a process	
83.	Ability to schedule printing	
84.	Ability to provide automatic scaling for output	
85.	Ability to route printing across the Village network	
86.	Ability to select printing (i.e. screen, page, document, folder)	
ARCHIVING		
87.	Ability to provide automated retention scheduling and records management per Village/State requirements	
88.	Ability to schedule and log the purge of files or folders	
89.	Provide file/document checkout and disposition tracking	

90.	Support automated archiving capabilities.	
91.	Ability to flag a document as checked out	
92.	Ability to add a watermark to all documents printed from the archive (Village Logo, Village Seal, date)	
93.	Ability to expunge documents	
SECURITY AND CONTROL		
94.	Provide an audit trail, including viewing, editing, and printing of documents	
95.	Provide strict security for data, processes, work queues, administrators and users	
96.	Provide security by folder and document type	
97.	Support document locking	
98.	Support multiple security levels (privileges and roles) according to predefined roles	
99.	Provide System Administration functions to balance the work, track activities, assign priorities and report on the processes	
100.	Support full and incremental backup and recovery of all documents and indexes	
101.	Ability to perform unattended back up without degrading system performance	
SYSTEM ARCHITECTURE		
102.	Support an open systems architecture environment	
103.	Support client/server architecture	
104.	Ability to easily expand the system	
105.	Support Windows NT/2000/XP	
106.	Ability to support a Unix environment	
107.	Ability to operate on Oracle	
109.	Support a fault tolerant environment	
110.	Ability to support Windows NT/2000 network operating systems	
111.	Ability to provide a mirroring function to duplicate platters or disks for backup	
TECHNICAL SYSTEM REQUIREMENTS		
112.	Provide a browser based solution based on a site license (i.e. Authorized users click on Internet Explorer and have access to the system via the Internet)	
113.	Ability to search, retrieve, view, save and add documents using a standard web browser	
114.	Ability to provide the same level of functionality via the Web or client/server solution	
115.	Ability to standardize on PDF format for document delivery on the Web	
116.	Ability to retrieve images stored on the main server within an average time of less than two (2) seconds	
117.	Ability to retrieve images stored off the main server, onto optical disks or other types of mass storage, must be retrievable within an average time of less than ten (10) seconds	
118.	Ability to link non-structured data (electronic documents) to structured data (stored in GIS, and other databases)	
119.	Ability to conduct searches by index resulting in the display of both structured and unstructured data	

120.	Ability to provide an Open Database Connectivity (ODBC) index database to make it possible to access any data from any application, regardless of which database management system is handling the data.	
121.	Ability to interface with intelligent knowledge management software to allow information searches across all Village systems	
122.	Ability to support industry standard (i.e. not proprietary) file formats: <ul style="list-style-type: none"> • MS Office Suite (doc, xls, ppt); Corel WordPerfect Suite • Image formats (tif, jpg, gif, bmp) • CAD (dwg, dxf) 	
123.	Ability to include or integrate with a document viewer to view all supported document formats	
124.	Ability to use a graphical user interface and search feature for storing, retrieving, deleting and moving documents.	
125.	Ability for graphical user interface to allow users to customize views and add data filters	
126.	Ability to automatically tab to/from key data entry fields.	
127.	Ability to support single or multiple page viewing.	
128.	Ability to be accessible to all departments via Village wide network for scanning, indexing, retrieval, archival and printing	
129.	Ability to utilize existing infrastructure (i.e. Outlook, Microsoft Office and Intranet)	
130.	Ability to capture and index email messages from MS Outlook based on recipient or subject matter	
131.	Ability to include a workflow component or seamless integration with a workflow component	
132.	Ability to integrate with MS Office suite to accomplish tasks	
133.	Ability to support Windows 98, NT, 2000 and XP environments	
134.	Ability to support document locking	
135.	Ability to archive and mirror data	
136.	Ability to utilize OCR/ICR and/or bar code technology	
137.	Ability to support image compression technology	
138.	Ability to include on-line context sensitive help screens, including a glossary of basic terms used in the System	
139.	Ability to provide reasonable response times when browsing data	
140.	Ability to support the use of shortcut keys on the client side	
141.	Ability to be fully Web-enabled, with proper security, for citizen access	
142.	Ability to distribute documents via fax or email	
143.	Ability to support an easy to use report writer	
144.	Ability to store documents digitally and on microfilm simultaneously.	
145.	Ability to replace Clerk's current microfilm with optical/digital	
146.	Ability to provide disaster recovery capabilities	
INTERFACES		
148.	Ability to interface with GEMS financial software package (Oracle)	
149.	Ability to interface with Village Data Warehouse (Oracle)	
150.	Ability to interface with ESRI GIS application (ArcIMS/ArcGIS) (SDE)	
151.	Ability to interface with Public Works AutoCAD system.	
152.	Ability to interface with MS Outlook	
153.	Ability to interface with CRC (SQL)	
154.	Ability to interface with LegiStaf (SQL)	
155.	Ability to interface with CodeMaster(MS Access)	

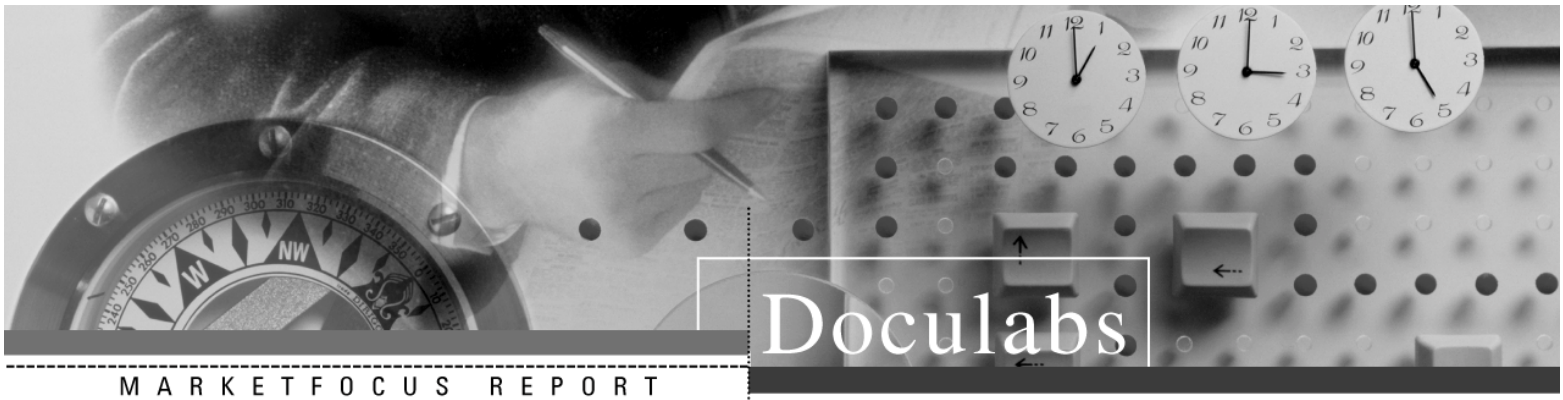
APPENDIX II

EXAMPLE OF FORM PROCESSING

Village of Downers Grove
Personnel Action Request (PAR)

The PAR (see next page) is the most used form in the Village for a large variety of purposes ranging from employee home address change to signing on a new employee. Depending on the purpose of each action,

- the form can be initiated by employee her/himself, or by supervisor, or by department head or by Village Manager
- the form needs to be routed sequentially from supervisors, to department head, Human Resources Department, Finance Department, to Village Manager's Office for approval or filing purposes
- in the sequential routing process, certain fields need to be secured from being viewed by certain employees although they are part of the process (e.g., when processing a 3-day pay deduction from one employee's paycheck, the payroll clerk does not need to know the reason of such a deduction—which could be a result of a disciplinary action taken against the employee)
- in archiving PAR, the actual form needs to be retained for certain periods of time, depending on the type of action
- Human Resources Department needs to have the administrative right to seal archived forms and assign read-only privilege to parties according to the level of involvement in the action



MARKETFOCUS REPORT

Functional Assessment of Hyland Software's OnBase



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INTRODUCTION

Increasingly, organizations are seeking a common infrastructure to manage the volumes of structured and unstructured content needed to transact business. Many businesses are developing strategies for true “enterprise” content management (ECM), a category that combines the capabilities of electronic document management systems (EDMS) and content management systems with the ability to manage the full content lifecycle across a growing array of content types.

When it comes to ECM, organizations want a single product that manages all enterprise content, including content types managed by EDMS and web content management systems, as well as other types, such as email and digital assets. They also need this product to be tied together with process automation and integration strategies to enable them to put their content to work and share it with the people and business applications that use it.

Until now, EDMS vendors have not adequately handled web content, email, and digital assets, while web content management (WCM) vendors have not adequately addressed anything beyond web content. But the increasing demand for products that manage all of these content types, coupled with the recognition that process management and business system integration is essential, has created a demand for enterprise content management software solutions.

In response to these market demands, traditional EDMS vendors are now moving to provide single integrated solutions that offer traditional EDMS capabilities as well as ECM functionality. One such product is Hyland Software’s OnBase, a flexible and feature-rich solution that will benefit organizations with diverse ECM needs. Its modular nature provides a solution for organizations with more modest resources; they can deploy the solution incrementally, and then cost-effectively expand it enterprise-wide.

Hyland commissioned Doculabs, an independent analyst and consulting firm, to conduct an evaluation of Hyland’s OnBase product. This paper looks at Hyland’s approach for delivering enterprise content management from a functional and technical perspective and describes the potential benefits that OnBase can provide organizations.

THE EVOLUTION OF ENTERPRISE CONTENT MANAGEMENT

The majority of businesses today have three essential requirements for all new technology investments. These solutions should increase operational efficiency, reduce risk, and enable organizations to consolidate their existing IT systems. For many enterprises, solutions that enable them to gain control of their critical business content and automate complex business processes can go a long way toward helping them meet their larger business and IT objectives.

An integrated electronic document management system is a great starting point. With integrated EDMS, organizations can control document creation, manage business processes, and share information throughout the company. However, many organizations are also sharpening their focus on solving business problems, sharing knowledge for competitive advantage, improving customer relations, and ultimately increasing revenue, and they want straightforward technology that helps advance these goals. From this standpoint, EDMS integrated solutions are extremely attractive, especially if they include web capabilities that make it easier to involve customers, suppliers, and partners in the business process.

Unfortunately, many EDMS vendors do not yet provide the ability to extend into ECM. While a few offer ECM capabilities such as collaboration and advanced process management, they tend to be highly resource intensive and costly, and may be too high risk for many mid sized or smaller organizations. On the other hand, solutions that provide only the most basic capabilities are generally less expensive and require fewer resources, but provide little in the way of benefits.

The Hyland Approach to ECM

Hyland Software's OnBase is an integrated document management system that is designed to handle any kind of document at any stage of the document lifecycle—whether creation/input, storage, retrieval, revision or routing/distribution.

With OnBase, Hyland offers a single, complete solution that is extensible, modular, and configurable without programming. This approach enables customers to grow their capabilities over time as their needs evolve. In addition, Hyland is positioning the system to play a role in e-commerce applications through bill presentment capabilities and workflow-enabled order processing, fulfillment, and dispute resolution.

PRODUCT ANALYSIS

This section provides Doculabs' review of Hyland's approach for delivering an integrated document management offering, and contains the following subsections:

- Vendor and Product Overview
- Architecture
- Functionality
- Administration
- Key strengths and challenges

Vendor and Product Overview

Hyland Software is a privately held company based in Westlake, Ohio (near Cleveland). The company was founded in 1991, and currently has approximately 200 employees.

Hyland's flagship product, OnBase, was originally designed as an EDMS integrated solution comprising imaging, COLD, workflow, and document management out of the box. The web based solution integrates multiple technologies into a single system suitable for departmental or enterprise applications.

With an installed base of approximately 2,800 customers, and currently adding new customers at a rate of more than 100 each quarter, Hyland has enjoyed consistent growth since 1995. Hyland's customers span all industries, with a strong focus on financial services, insurance and health care. Other markets include manufacturing, utilities, and state and county government.

Hyland's success is in part due to its strong channel program, customer service and responsiveness to customer requests. The company relies on its more than 200 channel partners for sales and implementation services, and has a number of formal OEM partnerships in which OnBase is sold as part of larger solution packages (historically to financial institutions).

To supplement its channel resources, Hyland has built a Technical Services team that develops and implements integrations with line of business applications, designs detailed workflow processes, and assists with user interface customizations.

OnBase is a fully integrated solution that offers all standard EDMS capabilities. The single software application has many functional modules, all of which leverage the same SQL database on the server and are accessible using the same client application.

OnBase deployments can be configured with the following core OnBase modules:

- ***OnBase Web Server***
Provides thin-client Internet/intranet access to OnBase documents via standard web browsers. The web-based interface allows for user activities such as workflow, annotations, cross-referencing, ad hoc import/scan, and modification of keywords.
- ***OnBase COLD***
Automatically identifies, compresses, and indexes reports and statements that are output from computer systems as printer or text files.
- ***OnBase Workflow***
Automatically routes documents and work in accordance with defined business processes. Features include graphical configuration, alternate routing logic, simultaneous notification, reporting, parallel processing, document rendezvous, ad hoc routing of time based events, and integration with line of business applications utilizing VB scripts.
- ***OnBase Document Imaging***
Scans, indexes, and stores documents as digital images. Includes advanced features such as distributed capture and indexing, image enhancement, bar code recognition, blank page separation, and auto-enabled indexing.
- ***OnBase EDM Services***
Electronic document management and library services for storing and managing word processing documents, spreadsheets, presentations, forms, images, and e-mail. Capabilities include ad hoc document storage, revision control, and check-in/check-out.

Hyland also offers add-on modules for various input processing, retrieval, management, and output and distribution functions. The total combination of modules makes OnBase a very functional and flexible solution for a wide range of EDMS needs.

Functionality

The OnBase solution provides the full range of EDMS capabilities required by most organizations, including library services, workflow, COLD/ERM, and imaging. The product utilizes a modular design for all EDMS components, is fully integrated, and provides good coverage across modules. Hyland also offers good e-forms capabilities and some basic records management functionality.

The OnBase Client is the user's main access point for searching the repository and accessing documents. OnBase EDM Services, the product's document management component, provides the full range of EDMS services, including document profiling, check-in, check-out, version control, and document history. For document viewing, documents can be converted on the fly and directly viewed in the browser, viewed with browser plug-ins, or launched in their native desktop applications.

Process management is provided through OnBase Workflow, which includes a graphical design utility that allows supervisors or IT personnel to design workflows and create business rules. Once a workflow is in progress, work is routed to recipients' workflow inboxes, where they can open the work item and complete the work as defined by customer generated business rules. The workflow component is ideally suited for medium-volume production workflow applications, and should be more than sufficient for most enterprise workflow deployments.

OnBase Document Imaging optimizes the capture, indexing, and storage of any paper or electronic document. This component, which has demonstrated its ability to manage very high volume imaging applications, interfaces with Kofax, ISIS, and TWAIN compliant scanners to convert paper documents into a variety of standard image formats, while providing several options for distributed capture and indexing. Text-based records such as invoices, purchase orders, statements and reports can be captured and preserved using OnBase COLD. OnBase can handle PCL, AFP, and DJDE natively, but metacode must be converted to PCL in order to be processed.

Many organizations are seeking ways to manage the explosion of email messages and attachments they receive in the course of doing business. OnBase offers several tools designed to manage email, PDF documents, and HTML forms. For example, it integrates with Microsoft Outlook to allow users to save and index emails and attachments directly to the OnBase repository. OnBase E-Forms enables users to initiate requests, notifications, and other routine processes using online HTML forms that become immediately available for retrieval and routing.

With OnBase, Hyland also addresses the growing customer need for methods that reduce operational costs associated with permanent and long term document storage. OnBase Print Driver offers a quick and efficient method of storing documents. It captures print streams from a variety of applications – including word processors, spreadsheets, drawing applications, web browsers, and other line of business applications – and stores them as multi-page TIFF files that can be indexed for easy search and retrieval. This easy to use tool adds great benefit by simplifying document sharing and storage.

Architecture

The EDMS system is a Microsoft-centric solution, with interfaces primarily based on Microsoft Active Server Page (ASP) technology and C++ application components (COM) for the middle-tier. While this approach provides OnBase with intuitive interfaces, some organizations may be concerned about the system's reliability and scalability and its ability to integrate with applications running in IT environments that have standardized on Java-based approaches such as J2EE. Hyland has, however, demonstrated OnBase's abilities to manage customer sites with 30,000 users, of which 3,000 to 4,000 are consecutive users, as well as sites with 2 billion documents in the repository. Hyland has also announced plans to adopt a Microsoft .NET strategy for future releases of OnBase.

End users require only a standard web browser in order to access the repository and all of its services. For viewing certain proprietary document types, users may require other specific native viewers or plug-ins.

OnBase provides its own user- and group-based security, including the ability to control rights down to the document and user-function level. The system uses Windows and Novell authentication to validate users, but does not integrate with LDAP out of the box. However, this can be achieved with custom development.

The OnBase integration focus is to provide out-of-the-box integration points, giving Hyland's channel partners and integrators a great deal of flexibility and leverage in using OnBase for custom applications and specific vertical markets. For example, a point-and-click configurable image-enabled integration can be accomplished with most Windows- or text-based applications using OnBase Application Enabler. By eliminating unnecessary programming, this feature helps organizations save on development resources.

Hyland provides a comprehensive API for easy customization, but this requires C++, Visual Basic, or Java experience. The API's XML interface enables XML-based integrations with the OnBase repository. This flexibility allows a variety of integrations, with OnBase providing back-end content handling services for portals, intranet/extranet web applications, customer relationship management (CRM) systems, and enterprise resource planning (ERP) applications.

For integration with external ERP and CRM applications, host systems, or e-commerce applications, Hyland relies largely on its channel partners and integrators to perform the integration using the OnBase API. However, members of Hyland's Technical Services Team often supplement these channel resources.

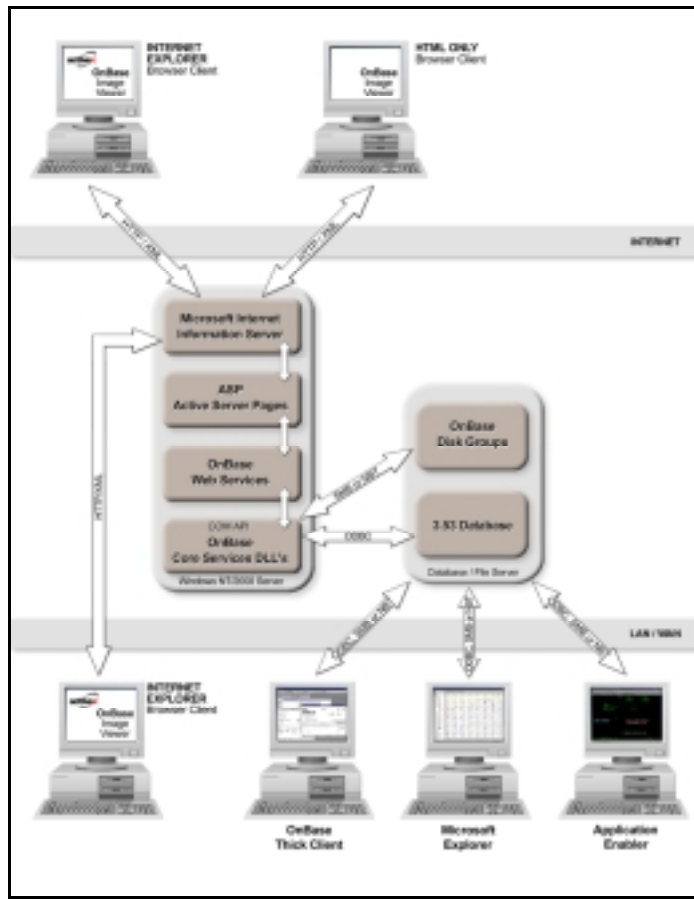


Figure 1 – OnBase Architecture

Hyland has enhanced the native capabilities of OnBase by embedding several leading applications. For example, the system includes full-text indexing and search technology from Microsoft, full-page OCR from Xerox, and scanning and indexing built on Kofax's Image Controls toolkit. Hyland also offers integration with Monarch Data Mining software, a tool that allows users to extract information from COLD data stored in OnBase and use it to uncover patterns and relationships within a business' transaction history.

In terms of records management, the OnBase Document Retention module manages the basic records management capabilities, including retention and disposition of stored documents according to pre-defined business rules related to the passage of time or a specific occurrence or event. This module allows customers to configure their document types for automatic destruction and/or removal from the OnBase document repository.

Administration

OnBase provides extensive configuration and administration functionality out of the box. The product uses a module metaphor for its functional components, and organizations may simply license the modules they need.

Setting up applications and granting access rights is a point-and-click exercise. Establishing relationships between different document types is also straightforward and does not require technical expertise. Documents that share a common index value can also be cross-referenced automatically using a hyperlink metaphor, a capability that adds power to the OnBase desktop, both in a thick client environment and over the web in a thin client environment. While the graphical workflow designer simplifies the task of defining and configuring workflows, the COLD definition editor is not graphical and can be time consuming for users to administer.

For archiving, OnBase allows administrators to establish different disk groups for different document types, and set up automatic rollover schemes for any media type. The underlying storage model provides advanced features such as unlimited data redundancy, hot fail-over to a secondary copy in the event of storage failure, and multi-media copies including RAID, CD, DVD, MO, tape, FTP sites and any other media exposed as a UNC path to the network. The OnBase model takes advantage of benefits provided through enterprise NAS and SAN implementations. While OnBase lacks true hierarchical storage management capabilities, it utilizes HSM capabilities available in third-party products to enhance its storage model.

On the output side, administrators can easily define custom print jobs consisting of multiple documents in multiple formats. For instance, administrators can form a relationship between a customer's statement and the check image from the statement payment, with specific printing attributes for the print job. OnBase can also push customers' documents and statements to them automatically via email, fax, or web presentment. For servicing large businesses or in service bureau situations, OnBase offers a publishing component.

OnBase offers a variety of reporting capabilities, including a detailed user and action transaction log, document histories, and workflow and auditing reporting. Using the OnBase report utility, reports can be created and stored within the system for administrator and management access. Tools such as Crystal Reports can also be used to further customize data and database report information.

Key Strengths and Challenges

The following table summarizes the key strengths and challenges of Hyland OnBase.

Strengths	Opportunities
<ul style="list-style-type: none"> • Outstanding vision and execution of consolidated EDMS capabilities • A single, unified system with breadth of functionality out of the box • Modular design across components. • Stable vendor with excellent strategy; and the ability to support mid-market customers as well as Global 2000 customers. Strong reputation for customer-intimate care. 	<ul style="list-style-type: none"> • Should enhance advanced collaborative workflow capabilities (such as real-time, project-centric collaboration among internal and external users) beyond its significant improvements with new web client and MS Office integration. • Middleware and enterprise application integration (EAI) capabilities are lacking relative to competitors • Smaller company with fewer resources than some larger competitors.

Table 1 – Key Strengths and Challenges of Hyland OnBase

STRATEGIC BENEFITS

Hyland OnBase provides a number of strategic benefits that address the document and process management needs of most organizations. In particular, organizations that implement OnBase can expect it to:

- ***Deliver fast return on investment***

As a single-vendor solution, OnBase can reduce the time, effort, and cost associated with deploying, integrating and maintaining multiple vendor solutions. OnBase's breadth of integrated capabilities and intuitive interfaces also cut customization, integration, and training costs and time. In addition, the product's administration tools and automated services dramatically lower the resources required to administer and maintain the system over time. These automated services include fail-safe replication, web publishing, document renditioning, full text indexing, and workflow load balancing.

- ***Increase productivity***

OnBase's workflow automation capabilities can streamline processes and increase overall productivity. In addition, OnBase's rapid application development tools and object-oriented approach can help organizations get their applications up and running quickly and make changes as needed. Finally, the OnBase E-Forms module can minimize the need for time-consuming manual data entry and scanning QA processes.

- ***Align with IT and operational strategies***

For organizations hesitant to make large initial investments in EDMS technology, or with limited resources for deploying and maintaining such solutions over time, OnBase makes great sense. The solution's flexible, modular approach enables organizations to deploy only the components they need, and incrementally and cost-effectively expand the system as their needs change.

- ***Support operational efficiency and customer service goals***

With its integrated imaging, document management, and workflow capabilities, OnBase is well positioned to help organizations improve their operational efficiency and information access. The solution can also be exposed to allow external users (such as customers, suppliers, and partners) to help themselves to specific information over the web.

CONCLUSION

Hyland OnBase, with its breadth and depth of capabilities and unified platform, provides one of the most flexible and intuitive EDMS solutions available in the market today.

The OnBase solution provides a wide range of capabilities that address the document management, imaging, COLD/ERM, and workflow requirements of most organizations. Customers will also benefit from the solution's scalable and extensible nature, as well as its strong focus on customer service-oriented capabilities. From a vendor standpoint, Hyland has demonstrated its vision and strong ability to execute EDMS, as well as a sound strategy for moving into enterprise content management functionality.

Overall, Doculabs finds that the OnBase solution makes great sense for organizations with diverse EDMS needs. Its modular nature allows an organization to deploy the product incrementally and then cost-effectively expand it across the enterprise. In summary, organizations looking to standardize on a single-vendor solution for a full range of document management needs should consider Hyland.

APPENDIX: ABOUT DOCULABS

Doculabs is an independent research and consulting firm that improves the way companies plan for, select, and optimize emerging technologies through project-based services. Our clients include the companies that purchase emerging technologies as well as the leading vendors that supply them.

Based in Chicago and founded in 1993, Doculabs' consulting services are grounded in research that combines hands-on evaluation of technology with real-time business knowledge gained from engagements with Fortune 1000 clients. Doculabs' services help our clients deliver on their business strategies through solutions in areas such as enterprise content management, relationship management and infrastructure.

Doculabs' consulting services are completely objective because we have no vested interest in selling software or integration services. Thus, our analysts have no hidden agenda; they simply seek to ensure the most appropriate strategies and solutions for our customers.

Leveraging our advanced and unique research through short-term consulting projects, Doculabs provides its clients with:

- Lowered costs associated with establishing sound strategies and making the most informed decisions
- Reduced risk of making misinformed decisions that cause loss in capital and missed ROI expectations
- Improved time-to-market that speeds ROI and creates a greater competitive advantage

In addition to fixed-bid, short-term project engagements, Doculabs' analysis and thought leadership is channeled through speaking engagements, interviews, and authored articles to a number of leading trade organizations and publications, including AIIM, BAI, DIA, NACHA, *InformationWeek*, *CIO*, *Insurance & Technology*, *Transform*, *Energy IT*, *The Wall Street Journal*, and *BusinessWeek*, among many others.

For more information about Doculabs, visit the web site at www.doculabs.com or call (312) 433-7793.



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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF
A SOFTWARE MAINTENANCE AGREEMENT BETWEEN THE
VILLAGE OF DOWNERS GROVE AND CROWE CHIZEK AND COMPANY, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Software Maintenance Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Crowe Chizek and Company, LLC ("Crowe Chizek"), for the maintenance of the OnBase document management system software, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**OnBase® Information Management System
SOFTWARE MAINTENANCE AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 200_, by and between **Crowe Chizek and Company LLC**, a **Limited Liability Company** with its principal offices at **One Mid-America Plaza, Suite 700; Oakbrook Terrace, IL** ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" in the space provided below ("Licensee"):

RECITAL:

WHEREAS, Service Provider is an authorized reseller of Hyland Software, Inc. and has marketed to Licensee certain OnBase® Information Management System software modules of Hyland Software, Inc.;

WHEREAS, Licensee has licensed the specified software from Hyland Software, Inc. pursuant to the terms of an OnBase® End User License Agreement (as the same may be amended or modified from time to time, the "EULA"); and

WHEREAS, Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for the specified software and the delivery of generally released upgrades and enhancements with respect to such software from Hyland Software, Inc.;

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) **Documentation.** "Documentation" means electronic on-line material, including user manuals, provided by Hyland Software, Inc. for the Software and that relate to the functional, operational or performance characteristics of the Software.

(b) **Error.** "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation published by Hyland Software, Inc.

(c) **EULA.** "EULA" is defined in the recitals to this Agreement.

(d) **Maintenance and Support Services.** "Maintenance and Support Services" means all professional services provided under this Agreement by Service Provider.

(e) **Software.** "Software" means (1) the current released version of the computer software licensed by Licensee from Hyland Software, Inc. under the EULA and as listed on Exhibit A attached hereto, and (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

(f) **Upgrades and Enhancements.** "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland Software, Inc. commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software or new functionality.

2. **MAINTENANCE AND SUPPORT SERVICES.**

(a) **Generally.** Service Provider shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software that are confirmed by Hyland Software, Inc., in the exercise of its commercially reasonable judgment; and (2) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the foregoing. Service Provider shall undertake to report to Hyland Software, Inc. for confirmation any reported Errors promptly after receipt of proper notice from Licensee, in accordance with Section 4(c) of this Agreement and Service Provider's current Error reporting procedures. Service Provider shall perform services in an effort to correct confirmed Errors promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of **8:00 a.m. to 5:00 p.m., Central Time**, Monday through Friday, excluding holidays, or as otherwise provided by Service Provider to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, by on-line modem, telephonically or both. Should Licensee experience an emergency situation outside of normal hours, Licensee may contact Service Provider 24 hours per day, 7 days per week, by calling Service Provider's regular telephone Maintenance and Support Services number and using Service Provider's after hours paging system. Service Provider's designated support engineer on call will contact Licensee regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. Service Provider reserves the right to notify Licensee that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after hours Maintenance and Support Services and to terminate the provision of such Services thereafter, unless Licensee pays Service Provider for such continued after-hours Services at the rate of **\$(to be determined via supplemental contract)** per hour (with a minimum charge of one hour per call). Licensee shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Licensee shall have the opportunity to terminate the call and delay Maintenance and Support Services until normal hours on the next business day. Licensee acknowledges and agrees that Service Provider and Hyland Software, Inc. require on-line access to the Software installed on Licensee's systems in order for Service Provider to provide Maintenance and Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, a properly functioning modem and the appropriate communications software as specified by Service Provider; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate or dedicated connection with Service Provider and Hyland Software, Inc. to facilitate Service Provider's on-line Maintenance and Support Services.

(b) **On-Site Services.** Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with Section 5(b), Service Provider may provide on-site Maintenance and Support Services at Licensee's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment. On-site Maintenance and Support Services will commence within such period of time after the request and submission of the requisite purchase order by Licensee, not to exceed five (5) business days, as the parties shall mutually agree upon.

(c) Improper Maintenance or Use. Service Provider is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (a) if the Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by Hyland Software, Inc.; (b) in connection with any Error if Service Provider (directly or through Hyland Software, Inc.) has previously provided corrections for such Error; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Hyland Software, Inc.), hardware or any system or networking utilized by Licensee; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Service Provider or Hyland Software, Inc. has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Software.

3. **UPGRADES AND ENHANCEMENTS**. Service Provider will provide to Licensee, in accordance with Hyland Software, Inc.'s then current policies, all Upgrades and Enhancements to the Software released by Hyland Software, Inc. during the term of this Agreement. Licensee acknowledges and agrees that Hyland Software, Inc. has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland Software, Inc.'s policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland Software, Inc. and the sole and exclusive property of Hyland Software, Inc., and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland Software, Inc.

4. LICENSEE'S RESPONSIBILITIES.

(a) Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for data loss regardless of the reasons for said loss. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third party software or systems.

(b) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Service Provider, all Error corrections and Upgrades and Enhancements. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 4(b) shall relieve Service Provider of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

(c) Notice of Errors; Documentation of Errors. Licensee shall provide prompt notice of any Errors in the Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Service Provider's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Service Provider of any alleged Error. If requested by Service Provider, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Service Provider in the detection and correction of said Errors.

(d) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as Service Provider deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. In addition, Licensee acknowledges and agrees that Hyland Software, Inc. may be retained by Service Provider to provide Error corrections or other Maintenance and Support Services directly to Licensee and, accordingly, Licensee shall provide such same access directly to Hyland Software, Inc. Such right of access and use shall be provided at no cost or charge to Service Provider or Hyland Software, Inc.

5. FEES, PAYMENTS, CURRENCY AND TAXES.

(a) Annual Maintenance Fees. Licensee shall pay to Service Provider annual maintenance fees in accordance with the Annual Maintenance Fee Schedule set forth as Exhibit A attached hereto, as the same may be changed from time to time by Service Provider upon written notice to Licensee. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual maintenance fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA. For the period of the first full twelve (12) months following the date Hyland Software, Inc. issues license codes for the Software to Licensee, Service Provider shall invoice Licensee for the initial annual maintenance fees simultaneously with Service Provider's invoicing of Licensee for the license fees associated with the licensing of the Software under the EULA. Thereafter, Service Provider shall invoice Licensee for subsequent annual maintenance fees at least seventy-five (75) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be pro rated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences).

(b) Time and Materials Charges. Notwithstanding anything to the contrary, if Licensee requests (1) Maintenance and Support Services that Service Provider is not obligated to provide because of the provisions of Section 2(c), (2) on-site Maintenance and Support Services in accordance with Section 2(b), or (3) any other services in the nature of Maintenance and Support Services that Service Provider is not obligated to provide, or is not obligated to provide in the manner requested, and Service Provider agrees to provide the requested Maintenance and Support Services, then in any such case Licensee agrees that such Maintenance and Support Services shall not be covered by the annual maintenance fees under Section 5(a) and Licensee agrees to pay for such Maintenance and Support Services at Service Provider's standard time and materials charges payable by end users who have not purchased a continuing Software Maintenance Agreement from Service Provider. Service Provider shall invoice Licensee for all time and materials charges hereunder.

(c) Incidental Costs and Expenses. All incidental costs and expenses are included in the maintenance fee.

(d) Payments; Remedies.

(1) Annual Maintenance Fees. Licensee shall pay all invoices for annual maintenance fees in full on or before the last day of the then-current term of this Agreement.

(2) Other Payments. Licensee shall pay all other invoices hereunder in full net sixty (60) days from the date of invoice.

(3) Remedies. All past due amounts shall bear interest at the rate of one percent (1.0%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Service Provider shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee under this Agreement, shall have been cured.

(4) U.S. Dollars. All payments by Licensee to Service Provider shall be made in U.S. dollars.

(e) Taxes and Governmental Charges. In addition to any and all other payments required to be made by Licensee hereunder, Licensee shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Service Provider), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise taxes and customs duties or charges. Licensee agrees to make any and all required tax payments directly to the appropriate taxing authority.

6. LIMITED WARRANTY.

(a) Limited Warranty of Services. Service Provider warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Service Provider's sole obligation, and Licensee's sole remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 8(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of any circumstances described in Section 2(c), incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

7. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL SERVICE PROVIDER OR HYLAND SOFTWARE, INC. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SERVICE PROVIDER OR HYLAND SOFTWARE, INC. HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

8. TERM, RENEWAL AND TERMINATION.

(a) Term. Subject to the early termination provisions of Section 8(b), the initial term of this Agreement (the "Initial Term") shall commence on the day that Service Provider issues to Licensee license codes for the Software modules licensed by Licensee under the EULA and shall expire on the first annual anniversary of such date; and, except as otherwise provided in Section 8(c)(3) below, the term of this Agreement shall be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually on a calendar year by calendar year basis.

(b) Early Termination.

(1) Automatic. This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.

(2) By Service Provider For Cause. Service Provider shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA or any breach of Section 3 of this Agreement, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Service Provider shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

(3) By Licensee.

(A) For Convenience. Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to Service Provider.

(B) For Cause. Licensee shall be entitled to give written notice to Service Provider of any breach by Service Provider or other failure by Service Provider to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Service Provider to cure the breach or non-compliance. If Service Provider has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Service Provider of the "unused portion of the annual maintenance fees" for the then-current term of this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance fees paid by Licensee under Section 5(a) with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual maintenance fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.

(C) Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider on or prior to the date payment is due under Section 5(d)(1) of Service Provider's invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.

(4) By Either Party in Accordance with Section 9. Either party may terminate this Agreement in accordance with the procedures set forth in Section 9.

(c) Effect of Termination.

(1) Payments. Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Service Provider for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination. All such payments shall be made in accordance with Section 5, which shall survive any such termination for these purposes.

(2) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section 5(e), Section 6(c), Section 7, Section 8, Section 10 and Section 11. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.

(3) Reinstatement of Agreement. In the event of the termination of this Agreement by Licensee under Section 8(b)(4) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 8(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Service Provider, together with payment in full of: (A) annual maintenance fees, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for all periods (as determined under Section 8(a) as if the Agreement had not been terminated under Section 8(b)(4)) that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fee, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 8(c)(3) shall be effective as of the first business day after Service Provider has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period from the first day after the end of such first renewal term through December 31 of the calendar year in which such first renewal term ends; and (ii) thereafter, annually on a calendar year by calendar year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 8(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

9. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 9 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 9 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

10. **NOTICES.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

11. GENERAL PROVISIONS.

(a) Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Illinois, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in DuPage County, IL.

(b) Interpretation. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

(c) Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

(d) Integration. This Agreement, the RFP and Response thereto including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. The terms in the RFP and Response thereto will prevail over any conflicting stipulations contained or referenced in any other document.

(e) Binding Agreement and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Service Provider may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Service Provider. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 11(e) shall be null and void and of no force or effect.

(f) Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.

(h) Third Party Beneficiary. Licensee and Service Provider acknowledge and agree that Hyland Software, Inc. is an express third party beneficiary of this Agreement and shall be entitled to enforce this Agreement to the full extent of the law as if Hyland Software, Inc. were a party hereto. Hyland Software, Inc. shall be afforded all remedies available to any party to this Agreement under the terms hereof or under applicable law.

(i) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(j) U.S. Government Restricted Rights. The Software and Upgrades and Enhancements are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the rights in Technical Data and Computer Software clause at DFAR 252.227-7013 and the Commercial Computer Software Restricted Rights FAR 52.277-19(c)(1) and (2), as applicable. Manufacturer is Hyland Software, Inc., 28500 Clemens Road, Westlake, Ohio 44145.

(k) Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Service Provider's protection and, accordingly, Service Provider shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

Village of Downers Grove, IL
LICENSEE
Business Address: 801 Burlington Drive
Downers Grove, IL 60515

Crowe Chizek and Company LLC
SERVICE PROVIDER
Business Address: One Mid-America Plaza, Suite 700
Oakbrook Terrace, IL 60181

By: _____
Name: _____
Title: _____
Date: _____

By: Kevin J. Ohl
Name: Kevin J. Ohl
Title: Executive
Date: 6/24/2004

Exhibit A

SOFTWARE MODULES	ANNUAL MAINTENANCE FEES
OnBase Server Multi-User License	\$900.00
OnBase Server EDM Services	\$900.00
OnBase Server Outlook Integration	\$900.00
OnBase Concurrent Client	\$2,160.00
Workflow Departmental Server	\$1,800.00
Workflow Concurrent Client	\$900.00
E-Forms	\$1,800.00
Production Document Imaging	\$900.00
Production Document Imaging	\$360.00
Verity Full Text Indexing Server	\$1,800.00
Verity Full Text Indexing Concurrent Client	\$270.00
Document Retention	\$1,620.00
Total Annual Maintenance	\$14,310.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF
AN END USER LICENSE AGREEMENT BETWEEN THE
VILLAGE OF DOWNERS GROVE AND HYLAND SOFTWARE, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain End User License Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Hyland Software, Inc. ("Hyland"), for license to utilize OnBase software, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.
4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.
5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

OnBase® End User License Agreement
IMPORTANT- READ CAREFULLY

This OnBase® End User License Agreement ("EULA") is made between Hyland Software, Inc. ("Hyland"), 28500 Clemens Road, Westlake, Ohio 44145 USA, an Ohio corporation, and the User of the OnBase® Software modules listed on Exhibit A attached hereto ("Software") that has signed this EULA in the space provided below ("User"). User's acceptance and further use of the Software shall indicate User's agreement to be bound by the terms of this EULA. If User does not agree to be bound by the terms of this EULA, User should exit the program and discontinue the use of the Software.

1. **LICENSE:** Upon payment in full of the Software license fees in accordance with the provisions of Exhibit A, Hyland grants to User a perpetual (except as herein provided), non-exclusive, non-assignable, limited license to the Software, in machine-readable object code form only, solely for use by User internally, and only for capturing, storing, processing and accessing User's own data. User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. User shall not make additional copies of the Software. User shall not make any use of the Software in any manner not expressly permitted by this EULA. If User has any questions concerning permitted uses of the Software, User should contact Hyland immediately for clarification. The Software is licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. User agrees: (a) not to remove any Hyland notices in the Software; (b) not to sell, transfer, rent, lease or sub-license the Software or documentation to any third party; (c) not to alter or modify the Software; and (d) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software, or prepare derivative works therefrom. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than Hyland's Client modules or Query API module to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User's use of such other software and User has paid to Hyland Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database. User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland.
2. **OWNERSHIP:** Hyland and its suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.
3. **INSTALLATION, TESTING AND ACCEPTANCE OF SOFTWARE:** User is responsible for hardware and non-licensed software for the installation, operation and support of the Software. If the Software does not pass acceptance, User will notify Hyland in writing of the specific defect encountered within fourteen (14) days following installation. If User fails to notify Hyland of any defect in the Software within fourteen (14) days following installation, User will be deemed to have accepted the Software "as is." If Hyland receives from User timely written notice of a defect, Hyland will use commercially reasonable efforts to correct the defect as promptly as practicable. User may retest the Software following installation of any fix or replacement to confirm that the defect has been corrected. If the defect has not been corrected after re-testing, User has the option, exercisable by delivering written notice to Hyland within seven (7) days following installation of the fix or replacement, to either: (a) continue to use and accept the Software "as is," in which event User shall have waived any and all claims resulting from defect; or (b)(1) permit Hyland to make further corrections, reserving the rights under (a) above or the remedy under (b)(2) below in the event such further corrections do not correct

the defect; or (2) terminate this EULA, and upon such termination and compliance by User with the provisions of Section 6 Hyland will refund any Software license fees actually paid by User prior to such termination.

4. LIMITED WARRANTY:

- (a) For a period of sixty (60) days from the date of first installation of the Software at User's site, Hyland warrants the media on which the Software is distributed are free from defects in materials and in workmanship. Hyland does not warrant that the functions contained in the Software will meet User's requirements or that the operation of the Software will be uninterrupted or error free. USER AND HYLAND'S AUTHORIZED RESELLER SPECIFICALLY ASSUME RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES. Due to the inherent complexity of computer software, User is advised to verify User's work. Provided that, within the 60-day period referred to above, User returns the Software with a copy of User's receipt and all agreements, Hyland will, at its sole discretion, either (a) replace the defective media; or (b) terminate this EULA, in which event, upon compliance by User with its obligations under Section 6, Hyland will refund any portion of the Software license fees paid prior to the time of such termination.
 - (b) HYLAND AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.
 - (c) IN NO CASE SHALL HYLAND'S LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR ANY USE OR INABILITY TO USE THE SOFTWARE, EVEN IF Hyland OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. HYLAND AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY COSTS INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, THE COST OF SUBSTITUTE SOFTWARE, OR CLAIMS BY THIRD PARTIES.
 - (d) In Section 4 (b) and (c) of this EULA, the term "supplier" does not refer to the Hyland authorized reseller from which User purchased the licenses of the Software listed on Exhibit A.
5. **MAINTENANCE:** User may purchase maintenance and technical support services from Hyland pursuant to the terms of a separate Software Maintenance Agreement.
6. **TERMINATION:** Except in the case of a breach or failure to comply by User the provisions of any of clauses a), b), c) or d) of Section 1 of the License Agreement (with respect to which User shall have no right to cure a breach or non-compliance and Hyland may terminate the EULA immediately upon written notice to such effect to User), Hyland may terminate the EULA if User breaches or fails to comply with any provision of the EULA and Hyland first gives written notice to User of the breach or non-compliance with the EULA, which notice shall specify in reasonable detail such breach or non-compliance, and User fails to cure such breach or non-compliance within thirty (30) calendar days after receipt of such notice. Upon termination of this EULA for any reason, including but not limited to as specified in this Section 6 or in Sections 3 or 4, User shall immediately (a) discontinue any and all use of the Software and related documentation, (b) return the Software and any related documentation to Hyland, and (c) certify in writing to Hyland that User has completed the preceding actions. All disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

EXHIBIT A
TO
EULA

Software licensed for use pursuant to the EULA:

1. Current Software licensed:

<u>Product Name</u>	<u>Product Code</u>	<u>Qty</u>
OnBase Server Multi-User License	OBIPW1	1
OnBase Server EDM Services	DMIPI1	1
OnBase Server Outlook Integration	OLIPI1	1
OnBase Concurrent Client	CTIPC1	10
Workflow Departmental Server	WFIPD1	1
Workflow Concurrent Client	WFIPC1	5
E-Forms	FMIPI1	1
Production Document Imaging	DIIPW1	1
Production Document Imaging	DIIPW2	1
Verity Full Text Indexing Server	VTIPH1	1
Verity Full Text Indexing Concurrent Client	VTIPC1	5
Document Retention	DRIPI1	1
Total Phase I		

2. Such additional modules of the OnBase® Information Management System with respect to which User properly submits a written purchase order to, and pays Software license fees to, Hyland or its authorized reseller. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.

3. All "Upgrades or Enhancements" to the Software described in paragraphs (1) and (2) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or its authorized reseller.

Payment of Software license fees:

Unless and until Hyland notifies User in writing to the contrary, the Software license fees due and payable by User shall be mutually agreed upon by User and Hyland's authorized reseller from which User ordered the Software; User is authorized to make any and all payments of such Software license fees to such authorized reseller pursuant to such payment terms as User shall have mutually agreed to with such authorized reseller; and User agrees to pay such Software license fees and to make all such payments in accordance with such mutually agreed terms. Payment terms are outlined in Exhibit #1 to the Crowe Chizek and Company LLC Consulting Agreement.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF
A CONSULTING AGREEMENT BETWEEN THE
VILLAGE OF DOWNERS GROVE AND CROWE CHIZEK AND COMPANY, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Consulting Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Crowe Chizek and Company, LLC ("Crowe Chizek"), for consulting services for the purchase of a document management system, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

CONSULTING AGREEMENT

THIS AGREEMENT is entered into effective this ____ day of _____, _____ (the "Effective Date"), by and between Crowe Chizek and Company LLC, having a place of business at **One Mid-America Plaza, Suite 700; Oakbrook Terrace, IL 60504** ("Crowe Chizek") and **Village of Downers Grove, IL**, having a place of business at **801 Burlington Drive; Downers Grove 60515** "Client").

Client desires to have Crowe Chizek perform Services (defined herein) for it; and Crowe Chizek desires to perform the Services for Client.

Description of Services:

- Install OnBase software
- Provide technical expertise and guidance at key intervals throughout Phase I implementation of OnBase (HR Department and PAR workflow process). Based on information gathered by Downers Grove (with directional assistance from Crowe), we will initially setup 8 document types in conjunction with Downers Grove team members. Additional setup will be performed by Downers Grove team members.
- Using Downers Grove requirements and design documents, we will develop the workflow supporting the PAR process. Per discussions with Downers Grove, we are assuming that with our direction, Downers Grove will create the actual forms to be used in the PAR process (i.e., HTML). With Downers Grove team members participating, we will create the OnBase workflow processes and e-Form linkages that will make use of these forms. We understand that some fields in the PAR process will be auto-populated. With regard to these fields, we assume that underlying data to support the auto-population is readily available and that Downers Grove will provide requirements specification regarding how to access this data and the underlying logic desired for auto-population.
- We will meet with Downers Grove team members to outline information gathering requirements, summarize requirements, and finalize architectural and installation specifications.
- Crowe Chizek will be responsible for the OnBase installation and configuration of all server modules. We will work jointly with Downers Grove Team members to determine and set configuration settings, with the anticipation that Downers Grove Team members will make adjustments to configuration settings in the future.
- Crowe Chizek will be responsible for the OnBase desktop installation for up to three users and will show the Village how to perform desktop installations for other end-users. Downers Grove will identify targeted "subject-matter expert(s)" to be available to assist with this implementation, who will then take responsibility for future desktop installation activities.
- Crowe Chizek will install one integrated OnBase scanning station and setup three scanning queues. Downers Grove will identify targeted "subject-matter expert(s)" to be available to assist with this implementation, who will then take responsibility for future scanning installation activities.
- Crowe Chizek will conduct one initial end-user training session to show users from the Village how to use OnBase. Subsequent end-user training will be handled by Downers Grove team members.
- There will be one environment that Crowe is responsible for installing and configuring.
- Crowe Chizek will provide price protection on future purchase of OnBase licenses within 12 months of initial purchase of software. Specific price protection provisions are outlined in Exhibit #1 to this Consulting Services Agreement.

Services do not include other departments other than HR, except as related to accessing HR documents and the PAR process, and do not include:

- Application Interfacing. In the initial implementation, there will be no interfacing of line of business applications at Downers Grove with OnBase. The OnBase Application Enabler module will not be acquired by Downers Grove in the initial phase, and no custom development for interfacing applications will be undertaken in this initial project.

Services are based upon the assumption of responsibilities by Downers Grove for certain activities as outlined in our proposal, as revised. Downers Grove will designate individual(s) to attend OnBase training to include OnBase System Administration and OnBase Introduction to Workflow for System Administrators and will have primary responsibility for documentation and summarization of collected information and decisions made during this phase of the project.

CLIENT ACKNOWLEDGES THAT IT HAS READ THE FACE AND ADDITIONAL PAGES OF THIS AGREEMENT, INCLUDING ALL PRINTED LANGUAGE, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. CLIENT AND CROWE CHIZEK AGREE THAT THIS AGREEMENT, THE TERMS AND CONDITIONS SPECIFIED IN THE REQUEST FOR PROPOSAL ("RFP"), THE CROWE CHIZEK RESPONSE TO THE RFP AND THE REVISED RESPONSE TO THE RFP (ATTACHED AS EXHIBITS A, B & C), CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THAT THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the parties hereto mutually agree as follows:

1. **Definitions.**

As used herein:

(a) "Confidential Information" is any information, written or oral, which relates to the disclosing party's business, products, processes, or services, including but not limited to, information related to research development, products under development, techniques, accounting, Client requirements, marketing, selling, and the documentation thereof, with the following exceptions: (a) information which was already known to the receiving party prior to disclosure by the disclosing party; (b) information ascertainable or obtainable from public or published information; (c) information received from a third party not known by the receiving party to be employed by or affiliated with the disclosing party or under an obligation to the disclosing party to keep such information confidential; and (d) information which is or becomes known to the public other than through a breach of this Agreement. It will be presumed that information supplied to the receiving party from third parties at the request of or for the benefit of the disclosing party, including, but not limited to, clients of the disclosing party and any other parties with whom the disclosing party has established a relationship is Confidential Information of the disclosing party unless and until it is designated otherwise.

(b) "Services" means the services described on the front hereof.

2. **Fees and Terms of Payment**

a. Client shall timely pay Crowe Chizek the fees for Services performed by Crowe Chizek in accordance with the rates, fixed amounts and schedules set forth in this Agreement. Failure of Client to pay Crowe Chizek on time in accordance with the schedule described on the front hereof may result in the termination of this Agreement in its entirety.

b. Crowe Chizek shall periodically submit to Client invoices for the services performed and for actual reimbursable expenses incurred by Crowe Chizek under this Agreement. Each invoice shall include a description of the services performed and any reimbursable expenses incurred by Crowe Chizek.

c. Payment in full is due within 60 days of receipt of invoice. If payment is not received from Client within this time period such nonpayment shall be deemed a material breach of this Agreement; which shall entitle Crowe Chizek to immediately discontinue all services and terminate any obligations Crowe Chizek has under this Agreement, or this Agreement in its entirety.

d. In compliance with the State Government Prompt Payment Act (30 ILCS 540/3-2), Client shall pay Crowe Chizek the amounts set forth in the invoices upon receipt of each invoice. Client shall pay a finance charge of 1% per month on the balance not received by Crowe Chizek within sixty (60) days of Client's receipt of an invoice.

e. Provided that Crowe Chizek has not breached any of its obligations under this Agreement, Client may not withhold payment of any invoice for services that have previously been performed by Crowe Chizek.

f. Additional payment terms related to timing of invoicing are specified in Exhibit #1 to this agreement.

3. **Non-Disclosure of Confidential Information.**

(a) The receiving party acknowledges that all Confidential Information of the disclosing party shall at all times remain the property of the disclosing party and the disclosing party shall have free and unlimited access at all times to all materials containing Confidential Information of the disclosing party and shall have the right to claim and take possession of such materials on demand.

(b) Except as required in the receiving party's obligations under this Agreement and in compliance with the Freedom of Information Act (5 ILCS 140/1 et seq.), the receiving party will not, during the term of this Agreement or thereafter, directly or indirectly use, divulge, disseminate, disclose, lecture upon, or publish any Confidential Information of the disclosing party.

(c) The receiving party will safeguard and maintain secret all Confidential Information of the disclosing party and all documents and things that include or embody Confidential Information of the disclosing party.

(d) Subject to provisions for required compliance with the Local Records Act (50 ILCS 205/3a ff., upon termination of this Agreement, for whatever reason, or upon request by the disclosing party, the receiving party will deliver to the disclosing party all notes, drawings, memoranda, correspondence, documents, records, notebooks, and similar repositories of Confidential Information of the disclosing party, including all copies thereof, then in the receiving party's possession or under the receiving party's control, whether prepared by the receiving party or by employees or agents of the receiving party.

4. **Undertakings to Engage Employees, Agents, and the Like in Agreements.**

(a) In order for each party to comply with its obligations under this Agreement, each shall bind and engage all of its officers, employees, agents, and the like who might reasonably be expected to perform or to assist in the performance of the Services to an agreement having terms the same as or equivalent to the terms of Section 3 of this Agreement.

(b) All agreements executed in compliance with this Section 4 shall inure to the benefit of the disclosing party.

5. **Limited Warranties**

a. Client warrants and represents that it is free lawfully to make this Agreement.

b. Crowe Chizek warrants and represents that it is free lawfully to make this Agreement, and that it will perform the services under this Agreement in a

workmanlike manner that conforms with reasonable standards in the industry. EXCEPT AS PROVIDED IN THIS SECTION 5, CROWE CHIZEK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CROWE CHIZEK SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS CAN BE REASONABLY ANTICIPATED AS A RESULT OF THE REQUIREMENTS SPECIFIED IN THE CLIENT REQUEST FOR PROPOSAL.

6. **LIMITATION OF LIABILITY**

CROWE CHIZEK'S LIABILITY TO CLIENT HEREUNDER FOR DAMAGES, REGARDLESS OF THE LEGAL THEORY OF THE CLAIM, SHALL BE THE PROVABLE AMOUNT OF DIRECT DAMAGES SUFFERED BY CLIENT. FURTHER, CROWE CHIZEK SHALL NOT BE LIABLE TO CLIENT FOR LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. CROWE CHIZEK IS EXPRESSLY NOT LIABLE FOR CLIENT'S DATA INTEGRITY OR FOR ANY DAMAGES THAT MAY OCCUR TO CLIENT'S DATA, BUSINESS, OR BUSINESS RELATIONSHIPS DUE TO MALFUNCTIONING OR UNAVAILABLE THIRD PARTY SOFTWARE OR HARDWARE.

7. **Indemnity**

a. Crowe Chizek shall defend, indemnify and hold harmless Client from and against all damages to persons or property and any related costs and expenses, including court costs and reasonable attorney fees, caused solely by the negligence or reckless or willful misconduct of Crowe Chizek and from and against all claims and liability and related costs and expenses, including court costs and reasonable attorney fees, resulting solely from a material breach of this Agreement by Crowe Chizek.

b. Client shall defend, indemnify, and hold harmless Crowe Chizek from and against all damages to persons or property and any related costs and expenses, including court costs and reasonable attorney fees, caused solely by the negligence of Client and from and against all claims and liability and related costs and expenses, including court costs and reasonable attorney fees, resulting solely from a material breach of this Agreement by Client.

8. **Termination.**

a. Either party may terminate this Agreement by giving the other party written notice of such termination. Such notice shall be effective to terminate this Agreement upon delivery to the other party at its address written above by certified mail, return receipt requested. However, no such notice of termination given by Crowe Chizek to Client shall be effective to terminate this Agreement until Crowe Chizek has completely performed the services unless client has breached this Agreement by failure to pay Crowe Chizek under Section 2, in which case termination shall be effective upon delivery of such notice to Client.

b. Termination of this Agreement shall not relieve the parties from their respective obligations pursuant to Sections 1, 3, 4, 5, 6, and 7 of this Agreement.

9. **Non-Solicitation.** For the duration of this Agreement and for a period of one (1) year following termination hereof, neither party shall, directly or indirectly, recruit or attempt to recruit any employee or agent of the other party or otherwise initiate any offer or promise of employment with any employee or agent of the other party without the prior written consent of the other party. If permission is granted by the other party to the party requesting permission and an employee or agent of the other party is employed by the party requesting permission any time during the term of this Agreement or the one (1) year period thereafter, then the party requesting permission shall pay a fee to the other party in the amount of one (1) times the annual salary of such employee or agent for the year in which such employee or agent is employed by the party requesting permission.

10. **Independent Contractor.** This Agreement does not appoint Crowe Chizek as an agent or legal representative of Client for any purpose whatsoever. Crowe Chizek will at all times in the performance of the Services under this Agreement remain an independent contractor. Crowe Chizek is granted no right or authority under this Agreement to assume or create any obligation or responsibility for or on behalf of Client or to otherwise bind or to use Client's name other than as may be expressly authorized by Client.

12. **Severability.** Should any term of this Agreement be found invalid or unenforceable, then to the extent that such term is invalid or unenforceable, it shall not affect the validity or enforceability of any other term of this Agreement.

13. **Force Majeure.** Neither party shall be responsible for any failure to comply with, or for any delay in performance of the terms of this Agreement including, but not limited to delays in performance or completion of the Services, where such failure or delay is directly or indirectly caused by or resulting from events of force majeure beyond the reasonable control of such party.

14. **Notices.** Any notice provided for herein shall be sent via certified mail, return receipt requested, to the addresses first written above.

15. **Proposal.** This Agreement includes and incorporates the terms of the Request for Proposal prepared by the Village (Exhibit A), the Response made by Crowe Chizek (Exhibit B) and the revised Response made by Crowe Chizek (Exhibit C). In the event there is a conflict between this document and the Request for Proposal, the Request for Proposal terms will govern.

IN WITNESS WHEREOF, Crowe Chizek and Client have executed this Agreement.

CROWE CHIZEK AND COMPANY LLC

(Crowe Chizek)

By: Kevin J. OHL

KEVIN J OHL

Printed Name

EXECUTIVE

Title

6/24/2004

Dated

Village of Downers Grove, IL

(Client)

By: _____

Printed Name

Title

Dated

EXHIBIT #1

THIS Exhibit is entered into effective this ____ day of _____, _____ (the "Effective Date"), by and between Crowe Chizek and Company LLC, having a place of business at **One Mid-America Plaza, Suite 700; Oakbrook Terrace, IL 60504** ("Crowe Chizek") and **Village of Downers Grove, IL**, having a place of business at **801 Burlington Drive; Downers Grove 60515** ("Client").

This supplemental agreement provides additional terms and conditions related to the acquisition of a document management system by Downers Grove, and encompasses the following agreements to be executed:

- Consulting Agreement between Client and Crowe Chizek to which this Exhibit is attached;
- OnBase Information Management System Software Maintenance Agreement between Client and Crowe Chizek; and
- OnBase End User License Agreement between Client and Hyland Software Inc.

1. Software pricing. Pricing for software to be acquired during Client's initial project phase is as follows:

<u>Product Name</u>	<u>Product Code</u>	<u>Qty</u>	<u>Price</u>
OnBase Server Multi-User License	OBIPW1	1	\$4,100.00
OnBase Server EDM Services	DMIP11	1	\$4,100.00
OnBase Server Outlook Integration	OLIP11	1	\$4,100.00
OnBase Concurrent Client	CTIPC1	10	\$9,840.00
Workflow Departmental Server	WFIPD1	1	\$8,200.00
Workflow Concurrent Client	WFIPC1	5	\$4,100.00
E-Forms	FMIP11	1	\$8,200.00
Production Document Imaging	DIIPW1	1	\$4,100.00
Production Document Imaging	DIIPW2	1	\$1,640.00
Verity Full Text Indexing Server	VTIP11	1	\$8,200.00
Verity Full Text Indexing Concurrent Client	VTIPC1	5	\$1,230.00
Document Retention	DRIP11	1	\$7,380.00
Total Phase I			\$65,190.00

2. Payment Terms. Terms of payment for Client's initial acquisition of Software (\$65,190), Maintenance (\$14,310) and Services (\$20,250) will be as follows:

On Agreement	
- 50% of Software License Costs	32,595
- 50% of Software Maintenance Costs	7,155
- 0% of Implementation Services Costs	<u>0</u>
<i>Subtotal</i>	<u>39,750</u>
Within 30 days of OnBase Software Installation	
- Remaining 50% of Software License Costs	32,595
- Remaining 50% of Software Maintenance Costs	7,155
- 0% of Implementation Services Costs	<u>0</u>
<i>Subtotal</i>	<u>39,750</u>
Acceptance of Implementation	
- 100% of services	<u>20,250</u>
<i>Subtotal</i>	<u>20,250</u>
TOTAL	<u>99,750</u>

3. Acceptance. Upon delivery by Crowe Chizek of a Deliverable to Client in accordance with the Consulting Agreement, Client shall have fifteen (15) days from the date of receipt of the Deliverable to evaluate, review and test such

Deliverable ("Test Period") in accordance with the specifications and test criteria set forth in the applicable Consulting Agreement. In the event that Client believes that a Deliverable does not conform to the specifications or the test criteria set forth in the applicable Consulting Agreement, then Client shall notify Crowe Chizek in writing within the Test Period setting forth the reason or reasons why Client believes that such Deliverable does not conform. Client shall identify all non-conformities within a single written notice of rejection unless a non conformity prevents Client from evaluating or testing certain portions of a Deliverable. Client may reject a Deliverable only for its failure materially to conform to either the specifications or test criteria set forth in the Consulting Agreement. If Crowe Chizek has not received a written notice of rejection of a Deliverable within the Test Period, or if Client deploys Deliverable into production for purposes other than testing, then such Deliverable shall be deemed to be accepted by Client. If Client delivers to Crowe Chizek written notice of rejection of a Deliverable within the Test Period, then Crowe Chizek shall have fifteen (15) days from the date of receipt of a written notice of rejection either (i) to correct the non-conformities that Client identifies in the written notice or (ii) to develop a plan mutually agreeable to Client and Crowe Chizek to correct the non-conformities that Client identified in the written notice within a period of time agreed to by the parties in the plan; but in no event will this be for a period of time less than fifteen days. Upon correction, Crowe Chizek will resubmit the corrected Deliverable to Client for evaluation, review, and testing and the procedure set forth above shall be repeated. Such procedure shall continue until the earlier of (i) the expiration of the Test Period without delivery of a written notice of rejection by Client, or (ii) the date written notice of acceptance is delivered to Crowe Chizek by Client ("Date of Acceptance").

4. Price Protection. For a period of one year from execution of the Hyland EULA agreement, Client may purchase from Crowe Chizek additional licenses of various OnBase software at protected limits noted below:

Concurrent Client (CTIPC1)	\$ 984
Web Server (WTIPW1)	9,000
Workflow Departmental Server (WFIPD1)	8,200
Workflow Concurrent Client (WFIPC1)	820
Verity Full Text Indexing Client (VTIPC1)	246
Application Enabler - single application (AEIPI1)	13,500
Application Enabler - all applications (AEIPI2)	45,000



NAME OF RESPONDING COMPANY

REQUEST FOR PROPOSAL

INSTRUCTIONS AND SPECIFICATIONS

Document No.: 001.243.5835.001

For: Village Document Management System Project

Response Due: January 30, 2004

REQUIRED OF ALL PROPOSERS:

Deposit of \$: Not required

Letter of Capability of Acquiring Performance Bond: Not Required

LEGAL ADVERTISEMENT PUBLISHED:

Date Issued: To be determined

This document comprises pages: 32 pages, not including this cover page

Return one original technical proposal (plus three copies)
in one **sealed** envelope marked
with the information as noted above to

Ms. Theresa H. Tarka, Purchasing Assistant
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515

Before January 30, 2004, 5:00p.m. CT
(630) 434-5530

Village of Downers Grove



EXHIBIT A

REQUEST FOR PROPOSAL

Proposal Number:

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.

Proposers MUST submit an original and 10 copies of the proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

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PART 1: General Information

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed proposals up to January 30, 2004, Friday, 5:00 p.m.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified above. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in the enclosed envelope marked "SEALED PROPOSAL." The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, telegraph, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that he has not acted in collusion with any other proposer or potential bidder.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum.
- 2.3 In case of error in the extension of prices in the bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a telegram or letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a telegram or letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of sixty (60) calendar days from the date set for the proposal opening, unless otherwise specified.

4. DELIVERY

- 4.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

5. TAX EXEMPTION

- 5.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification number is 36-6005857.

6. RESERVED RIGHTS

- 6.1 The Village of Downers Grove reserves the right to waive irregularities and informalities and to accept any Proposal and to reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

7. VILLAGE ORDINANCES

- 7.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

8. USE OF VILLAGE'S NAME

- 8.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

9. SPECIAL HANDLING

- 9.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 10.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, (including any liability under the Illinois Structural Work Act, known as the Scaffolding Act), which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the acts or omissions of the Proposer, its employees, or its Subcontractors.

11. NONDISCRIMINATION

- 11.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

12. EQUAL EMPLOYMENT OPPORTUNITY

- 12.1 In the event of the Proposer'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 Proposer 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 canceled 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 Proposer agrees as follows:
- 12.2 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, 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.
- 12.3 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.
- 12.4 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, or an unfavorable discharge from military services.
- 12.5 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 Proposer'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 Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 12.6 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.
- 12.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 12.8 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 subcontractor. In the same manner as with other provisions of this contract, the Proposer 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 Proposer 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 subdivision or municipal corporations.

(Filed February 6, 1981, Effective February 9, 1981.)

12.9 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

13. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 13.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 13.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 13.3 Providing a copy of the statement required by subparagraph 13.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 13.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 13.1 above from an employee or otherwise receiving actual notice of such conviction.
- 13.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 13.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 13.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

14. PREVAILING WAGE ACT

- 14.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 14.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all

reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

15. INSURANCE REQUIREMENTS

15.1 Proposer shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Proposer's bid.

15.2 Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

B. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability Code 1 ("any auto").

C. Workers' Compensation insurance as required by the State of Illinois and Employer's Liability Insurance.

15.3 Minimum Limits of Insurance

Proposer shall maintain limits no less than:

A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

15.4 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Municipality, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15.5 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages.

i. The Municipality, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Proposer, premises owned, occupied or used by the Proposer, or automobiles owned, leased, hired or borrowed by the Proposer, and products and completed operations of the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officers, officials, employees or volunteers. The wording, "The Village of Downers Grove, its officers and employees are additional named insured", must appear on the certificate.

ii. The Proposer's insurance coverage shall be primary insurance as respects the Municipality, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officers, officials, employees or volunteers shall be excess of the Proposer's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officers, officials, employees or volunteers.

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

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Municipality, its officers, officials, employees and volunteers for losses arising from work performed by the Proposer for the Municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Municipality.

15.6 Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Insurer shall be a licensed insurer in the State of Illinois.

15.7 Verification of Coverage

Proposer shall furnish the Municipality with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Municipality before work commences. The Municipality reserves the right to require complete, certified copies of all required insurance policies, at any time.

15.8 Subcontractors

Proposer shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15.9 Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? _____

INSURER'S NAME _____

AGENT _____

Street Address _____

City, State, Zip Code _____

Telephone Number () - _____

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Supplier is a corporation organized and existing under the laws of the State of _____, which operates under the Legal name of _____, and the full names of its Officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of:

_____ which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is _____

and if operating under a trade name, said trade name is _____

_____ which name is registered with the office of _____ in the state of _____.

16. COPYRIGHT/PATENT INFRINGEMENT

- 16.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

17. SUBLETTING OF CONTRACT

- 17.1 No contract awarded by the Village of Downers Grove shall be assigned or any part sub-contracted without the written consent of the Purchasing Manager. In no case shall such consent relieve the Awarded Proposer from his obligation or change the terms of the contract.

18. TERM OF CONTRACT

- 18.1 The contract may be extended yearly by mutual agreement of both parties, providing such agreement shall be made in writing and agreed upon by both parties and providing a price increase does not exceed two (2%) percent.

19. TERMINATION OF CONTRACT

- 19.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, in the event that sufficient funds to complete the contract are not appropriated by the Village of Downers Grove.
- 19.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days` written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

20. DELIVERIES

- 20.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

21. BILLING & PAYMENT PROCEDURES

- 21.1 Payment will be made upon receipt of an invoice referencing the Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village of Downers Grove payment schedule. The Village of Downers Grove will comply with the Local Government Prompt Payment Act, 30 ILCS 540/3-2, in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any

amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

21.2 The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 30 ILCS 540/3-3. The notice shall identify the defect and any additional information necessary to correct the defect.

21.3 Please send all invoices to the attention of the Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

22. COMPLIANCE WITH OSHA STANDARDS

22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

23.1 The Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

24. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

24.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

25. STANDARD OF CARE

25.1 Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Engineering profession currently practicing in the same locality under similar conditions. No other representations, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

25.2 If the Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from the Village, the professional engineering services necessary to correct errors and omissions caused by Engineer's failure to comply with the above standard and reported to Engineer within one (1) year from the completion of Engineer's services for the Project.

25.3 Project site visits by Engineer during construction or equipment installation or the furnishing of Project representatives shall not make Engineer responsible for: (i) constructions means, methods,

techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contractor(s) failure to perform its work in accordance with contract documents.

26. GOVERNING LAW

26.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois Venue is proper only in the County of DuPage.

27. SUCCESSORS AND ASSIGNS

27.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

28. WAIVER OF CONTRACT BREACH

28.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. AMENDMENT

29.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

30. CHANGE ORDERS

30.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties.

31. SEVERABILITY OF INVALID PROVISIONS

31.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

32. NOTICE

32.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Village Information: **Mr. Riccardo Ginex**
Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

Vendor Information: **Name of Contact** _____
Name of Firm/Business _____
Street Address _____
City, State, Zip _____

PART 2: PROJECT DESCRIPTION & REQUIREMENTS

A. General Project Description

The Village of Downers Grove (the Village) processes a large volume of paperwork on a daily basis. Files, documents and records are created, received and distributed for various purposes. Even with the frequent use of Email in the Village, the processing of paperwork remains a time-consuming and labor intensive aspect of Village's operations. In addition, some village departments, e.g., the Public Works, Code Services, etc., prepare and review E-size maps and drawing that must be digitized. The paper maps and drawing consume a significant amount of space and deteriorate in quality. In an effort to improve work environment and condition, the Village plans to install a document management system (DMS). Currently, the Village is seeking proposals from interested software and implementation vendors that have proven experience working with comparable agencies in the public sector to install, train and provide ongoing maintenance for a DMS. This system will be part of the Village's overall E-services plan that serves Village staff, residents and businesses.

B. Process

- B. 1 The Village will publish the RFP (Request for Proposal) on its Internet website for download
- B. 2 Interested proposers submit their proposals
- B. 3 The project team will evaluate the proposals and select two (2) finalists
- B. 4 Product evaluation: the two (2) finalists will be invited to make a presentation to the project team. The presentation shall include information concerning the company, system design, functions, features, installation procedures, training, maintenance/services, etc. The evaluation process may also include site visits by Village staff to the current customers of the finalists.
- B. 5 Final selection will be issued in the form of a recommendation from the project team to the Village Council that has the final decision-making authority.

C. Expectations

The project team expects proposers to:

- C. 1 come to the Village and study the needs for a document management system. The needs analysis should be based on the Village's operation and the overall information technology (IT) environment. Convergence is an important factor. Village staff will provide necessary assistance in proposers' research in the Village
- C. 2 submit a thorough proposal that clearly defines each component of the proposal and associated costs, and
- C. 3 follow the procedure of the RFP process set forth in this document

D. Proposal Components and Format

In order to allow the project team to conduct a fair evaluation for all proposals, all proposers must submit their proposals in the following format:

- D. 1 Proposal should contain three major components:
 - 1) Technical Proposal
 - 2) Cost Proposal
 - 3) Company Financial Statement

D. 2 Technical Proposal Components, Contents & Format:

Cover Letter:

Provide a cover letter identifying the individual within the business organization who will respond to questions the Village may have regarding the proposal. Include title, phone numbers, Email address, FAX and address where this person may be contacted. Include the cover letter with the "ORIGINAL" proposal and three (3) copies

Executive Summary

The purpose of the Executive Summary is to highlight the major features of business and major features of the proposal. The executive summary is to be void of excessive technical jargon and acronyms, and should be written for Village staff and other decision makers who need to review the proposal but may not be technically oriented in this field.

Indicate, if any, deviations from the scope and specifications described in this RFP are present in the proposal. Summarize the assumptions and rationale to support these deviations.

Please provide the following information about the business and the same information about any proposed subcontractor, including a statement as to the subcontractors role:

- Firm name and business address, phone number, contact Email, FAX
- Year the firm was established (include former names, and year established if applicable). Include as part of the Additional Pertinent Information a copy of the latest available financial statement of the business
- Type of ownership and parent company, if applicable,
- If the business is a reseller, please list all of the products and their manufacturer(s)
- Project Coordinator's name
- List experiences of the coordinator and project team
- List who serves as business' authorized negotiator

System Design and Components

- Provide a diagram of the proposed document management system designed for the Village of Downers Grove
- Explain why such a design meets Village's operational requirements
- Identify major components, describe their functions in the system and explain why their functions are necessary

D. 3 Cost Proposal

- D. 3.1 Fee/Price Assumptions. Proposers should present their approach to determine the project cost relative to the project specifications and scope. The cost assumptions should include all factors that may affect the costs.
- D. 3.2 All responding proposers must furnish a cost proposal with itemized costs by components of the proposed system, tasks and vendor staff classification.
- D. 3.3 In the itemized cost proposal, each component/part of the system/equipment must be listed in its full name. Abbreviation is **NOT** acceptable.

D. 4 Financial Statement

The business financial statement should include the following five (5) components:

1. Certification by independent auditors
2. 3 years of balance sheets
3. 3 years of income statements
4. 3 years of cash flow statements
5. Footnotes to the financial statements

D.5 Evaluation Criteria

Since this is an official selection process, the Project Team fully expects each of the proposers to follow the rules set forth in this document. Professionalism and technical competency are important factors that will be seriously considered. Proposals will be evaluated according to the following seven (7) factors:

1. Responsiveness to the requirements
2. Technical design of proposed system
3. Project management
4. Installation process
5. Maintenance and services
6. Training
7. Cost

E. Rules & Timeline

E. 1 All proposals must be prepared and submitted based on the requirements described above.

E. 2 Information provided by this document is a general description of the Village. When in doubt, proposers should verify with the Village project team.

E. 3 Proposers may contact project team members through the contact person:

Liangfu Wu, Director	Phone: 630.434.5544
Information Services	Fax: 630.434.5575
Village of Downers Grove	Email: lwu@vil.downers-grove.il.us.
801 Burlington Ave.	
Downers Grove, IL 60515	

Please do not attempt to contact, directly and indirectly, any elected officials and staff members outside the project team. Such an attempt constitutes cause for immediate rejection.

E. 4 There is no "pre proposal" conference for the RFP. Proposers may send their questions in writing, e.g., Email, letter, etc., to the project contact person listed above. Answers will be compiled and sent to all proposers.

E. 5 Proposals must be received at Village Hall **before 5:00 p.m. on Friday, January 30, 2004.** Please refer to the cover page of this document for information regarding the staff member in charge of monitoring the proposal submission process.

PART 3: PROFILES

A. Government and Community Profile

Downers Grove is a suburban community located 25 miles west of the City of Chicago. The Village of Downers Grove provides basic municipal services including fire, police, public works, and other general governmental services. The following statistics indicate of the size and complexity of the village government

Community Population: 48,869
Government Form: Council-Manager
Assessed Valuation \$1,511,368,313 (2002/03)
FY Budget: \$90,645,817 (2002/03)
FY Cycle: May 1 to April 30
Number of Employees: 349 full-time; 49 part-time (as of this writing)

B. Village Building Configuration

There are several buildings located in throughout the village:

- Village Hall: 801 Burlington Ave.
- Department of Social & Health Services: 842 Curtiss Street,
- Department of Public Works: 5101 Walnut Ave
- Fire Station 1: 2560 Wisconsin Ave
- Fire Station 2: 5420 Main Street
- Fire Station 3: 3900 Highland Ave.
- Fire Station 5: 6701 Main Street (headquarters)
- Parking Deck: 945 Curtiss Street (no office)

C. Project Team Profile

Project Team: the team consists of staff members from several departments and members of the Village's Technology Commission.

The Project Team contact person is Liangfu Wu, Director of Information Services Department

D. General Sequential Approval Process for Village Projects

1. Project teams/departments
2. Manager's Office
3. Village Council Workshop for discussion; Village Council holds Workshop meeting on every 2nd and 4th Tuesday.
4. Regular Council meeting for approval; Village Council holds regular Council meetings on every 1st and 3rd Tuesday.

E. Village departments

There are a total of 17 departments in the Village. Although all of the village departments will benefit from this project, there are a few that will significantly improve their operations immediately:

- **Human Resources:** general office applications, confidential personnel and medical records
- **Code Services:** general office applications, E-permit, E-size drawings and maps
- **Public Works:** general office applications, E-permit, AutoCAD, GIS, E-size drawings and maps
- **Legal:** general applications, CodeMaster (by LexisNexis),
- **Fire Department:** general office application, confidential personnel files and medical records,
- **Manager's Office:** general office applications
- **Development Group:** general office applications, GIS maps, E-size drawings and maps
- **Finance:** general office application, finance applications, files and records in various sizes
- **Information Services & GIS**

F. Village's Information System Configuration

Network

The Village has a local area network (LAN) connecting all of village buildings based on full T-1 lines implemented using Ethernet, and the Village Hall serves as the main hub between the LAN and the Internet.

Remote Access

Authorized village staff is allowed full access to Village's network via VPN. There is no dial-up connection to Village Network except occasional monitored dial-up connects from proposers to the system for maintenance purposes.

Servers and PCs

The Village currently utilizes mostly Dell servers and a combination of Dell, Compaq and Gateway PCs to support the operational needs of the staff. The software platform is Microsoft's products, e.g., NT/Windows 2000 servers and Windows 2000/XP for PCs. Windows Explorer is currently at Version 6.

The Village's public safety systems including 911 center, police and fire record systems operate on an AS/400. Due to security and confidentiality issues, the public safety system operates outside the Village's system and will remain so in the future. Public safety personnel uses regular PCs to access the AS/400 via an interface (Client Access).

Database

The main database of the Village is Oracle (9I). The Village has a number of applications with Oracle such as E-Permit, GEMS (the financial system) E-Procurement Center. Some proprietary applications are SQL-based.

Internet Applications

There are a number of online applications. They include Village E-permit system, Village E-Procurement Center, and Village Citizen Response Center (CRC). These systems are 100% web based.

The Information Services Department maintains the Village's Internet web site and intranet.

G. Future Utilization of Information Technology

The Village has been aggressively seeking the latest technology to improve its services and will continue doing so in the future. The implementation of a document management system is part of the plan. In taking advantages of the current Internet technology, the Village is moving towards a standardized computing environment with the following guidelines:

- 100% Web based applications are highly desirable
- Oracle will be the standard database platform for a property-based data warehouse

- Microsoft Office applications will continue to be the main office applications for the Village, e.g., Word, Excel, PowerPoint, Outlook, FrontPage (web development application), SharePoint (intranet), etc.
- Dell servers and PCs (with some variations) will be the standard hardware purchase
- The AS/400 will continue serving as the core of Village's public safety system

Special attention is required for the following two departments:

Village Clerk's Office

Five years ago, Village Clerk's Office purchased a system, LegiStar by Day Star, designed for legislative documents based on a client-server type of platform with a SQL database backend. The system serves the needs of the Clerk's Office well. In reference to the current project, the Village does not plan to replace LegiStar. However, the new system needs to be configured to interface with LegiStar seamlessly.

Police Department

Five years ago, the Police Records Department purchased a document imaging system, LaserFiche, to image files and records that could not be produced in digital format. The Village does not plan to replace LaserFiche with the new system at this time. Due to confidentiality issues, LaserFiche will need to operate as an independent system.

PART 4: SYSTEM REQUIREMENTS

A. General Requirements

Workstations/PCs: the proposed system must operate on the existing system in the Village unless it is determined inadequate in terms of speed, memory, display type/size and resolution. Proposers need to provide minimum requirements for workstations and PCs that will work with the document management system.

Server: the current system in the Village does not have the capacity to host another major application. The proposed system may include server(s) and storage devices. However, the Village will have the options of accepting the hardware as part of the proposal or purchasing the hardware from other sources according to the specifications provided by the vendor.

Scanners: the proposed system must function well with any scanner, and the Village will have the options of purchasing scanners suggested by the proposers or purchasing the scanners from other sources.

B. Required Functions

Note: functions listed in this section are only general descriptions. Please refer to Appendix I for details on the required functions. The Project Team expects proposers to respond to each of the requirements listed in Appendix I.

B.1 Document Capture:

Documents will enter the system by the two following ways

- 1) captured when initially created electronically
- 2) scanned when electronic version is not available

The system should be designed to capture documents electronically whenever is possible, thereby minimizing the use of scanning

B.2 Indexing:

The system must be built with indexing capability by various means including document template, automated (OCR/ICR) indexing and manual indexing

B.3 Saving:

The system must allow users to save documents to a storage location including network drives, or jukeboxes, or tape drives, as appropriate regardless of the location of the users, e.g., inside the Village or a remote location on the Internet

B.4 Searching:

The system should allow users to search for documents in the system with a series of predefined indices that may vary by types of documents. In addition, the system should be designed to allow users to conduct a global search of all applicable city databases, e.g., GEMS, GIS, LegiStar, etc.

B.5 Versioning

The system should provide a versioning control capability to insure that the most current version of a document is used while an audit trail and any revisions of the document is maintained. The audit trail should include annotations and e-signatures. Printed documents should contain header information including date, version, original author and Village logo if applicable.

B.6 Workflow

Workflow is one of the critical requirements for the proposed system. Users (document initiators) should be allowed to design a flow to route the documents to different people for reading or editing purposes. The initial route must be revisable if required. The workflow function should provide decision points on documents and the ability to route a document through a sequence multiple times, including tracking of the status of these documents, review/approval/editing and other decision points. Users should be informed by the system automatically when a new document requires their attention.

B.7 Online Form Processing

Online form processing is another critical requirement for the proposed system. This required function should allow village staff to generate a new but predefined online form, fill necessary fields and route it to the next person. Combined with the Workflow defined in B.2.6 above, this online form processing function should allow village staff to select different sequential routes according to various needs.

A high-level security feature is required for forms. It should allow the form initiators to assign security in different areas to different staff members during the routing. See Appendix XX for a detailed example.

B.8 Reporting

The proposed system should include reporting capability including both standard reports and ad-hoc reporting. Submitted proposals must specify what standard reports are provided and describe the ad-hoc reporting function including the required third-party software if required. All interactions with saved documents should be tracked for reporting purposes.

B.9 Printing

The proposed system must support network printing to allow users to print documents to any printer on the network.

B.10 Archiving

Archiving should be performed by an automated administrative program as part of the proposed system. All documents categorized by folders and/or files types will be pre-assigned a time period for retention. The administrative program will run periodically and identify documents that have reach or exceeded their retention period for archiving or destruction based on Village's and state record retention requirements.

B.11 Interface

The proposed system is required to interface with existing systems and applications in the Village. The proposal must describe in detail the approach for interfacing with each of the following systems listed below. In addition, the proposal must include a list of references where the proposed interface method is in operation.

- Outlook
- LegiStar
- CRC (Citizen Response Center operated on SQL)
- GIS (ESRI) applications (Arc/GIS and Arc/IMS)
- CodeMaster (by LexisNexis)
- AutoCAD

B.12 Security & Control

The proposed system should have strict security built-in that can be applied to different levels in terms of both administrative level of users and system structures such as drives, folders, files, paragraphs in a file and the fields (e.g., forms). In addition, the system should provide an audit trail for different activities conducted with the system such as viewing, editing, printing and so on.

When utilizing the Workflow and online form processing features, users should be allowed to assign security to the document or the forms based on the role of users in reviewing the document or forms.

B.13 System Architecture

Oracle is the preferred database platform for the proposed system, and the proposed system should also support an open system architecture environment

B.14 System Requirements

The proposed system should fit into the computing environment described in Part E, Page XX, and designed to meet future development of Village's information technology utilization. The proposed system should provide the same level of functionality via web or client-server solution. The document delivery by the system both internally via the Village Network and externally via the Internet should be standardized by using PDF format.

-END-

APPENDIX I

List of Required Functions & Features

1.	Capture documents electronically when initially created within the Village (i.e. MS Office Suite and other desktop software)	
2.	Capture documents electronically when received from an outside source electronically (i.e. MS Office Suite and other desktop and Internet software)	
3.	Capture, store and retrieve documents based on folder types, document types and multiple indices	
4.	Capture fax documents, email documents, electronic forms and other non-imaged documents in a folder	
5.	Support an unlimited number of levels within a folder	
6.	Support an unlimited number of documents within folder	
7.	Create a table of contents for a folder automatically	
8.	Support adding additional folder types at any time	
9.	Ability to add additional document types at any time	
10.	Ability to merge documents into a single document	
11.	Ability to utilize computed fields whenever possible (dates, usernames, etc.)	
12.	Support extensive on-line editing	
13.	Ability to scan multiple size documents-from 8.5" by 11", 5.5" by 8.5, 11" by 17"24" by 36" to E-size.	
14.	Support double sided scanning	
15.	Support all types of documents including handwritten, typed, colored documents and others.	
16.	Ability to scan documents, save and index later.	
17.	Ability to scan/Index documents in batches	
18.	Support scan control capabilities including automatically eliminating blank pages, scan pausing, highlight missing pages, track rejected documents and other features	
19.	Ability to deskew, despeckle and other document enhancement capabilities	
20.	Ability to check for clarity of scanned document and delete or rescan if necessary.	
21.	Support up to 600 dpi resolutions (halftones, color or black/white) or higher as needed for detail.	
22.	Support OCR/ICR	
23.	Ability to mark a document as scanned	
24.	Ability to mark a document as indexed	
25.	Ability to index a document and annotations attached to the document via an electronic document template	
26.	Ability to add indices based on predefined tables and pull down menus (i.e. valid document types, folder types, etc) and any text in a document including annotation notes	
27.	Ability to index standard documents via OCR/ICR	
28.	Support bar coding	
29.	Ability to add/modify indices for any document type at any time	

30.	Ability to store multiple indices per document	
31.	Ability to index multiple documents at the same time.(i.e. batches)	
32.	Ability to index document and store in multiple folders	
33.	Ability to support a default index value	
34.	Ability to save documents on multiple electronic media formats (e.g., disk, optical disk, WORM, CD-ROM, DVD, etc)	
35.	Ability for the system to automatically manage the storage of documents across the media formats	
36.	Ability to preserve the integrity of saved documents	
37.	Ability to annotate documents, such as highlight, and attach notes, arrows, pin-up text, rectangles, etc.	
38.	Ability to redact documents	
39.	Ability to store multiple document media including photos, video, audio and others	
40.	Ability to include signed documents via digital signatures or scanning originals	
41.	Ability to electronically "sign" and "attest" documents	
42.	Support documentation in various document formats (i.e. doc, xls, ppt, tif, jpg, gif, dwg, dxf, pdf, html, xml, mxl, apr, bmp, eps, ai, emf, etc.)	
43.	Ability to search and retrieve documents via indices/keywords including new documents and converted documents	
44.	Provide a full range of inquiry capabilities, across old and new documents including keywords, full text, Boolean Logic, date ranges, Soundex-like, attribute based, criteria based, field specific, Thesaurus, wildcard and others	
45.	Ability to perform full text searches across new documents, backfile converted documents and annotations attached to documents	
46.	Ability to display search results in a logical order and change the display order (i.e. ascending, descending)	
47.	Ability to provide "bookmarking" capabilities	
48.	Ability to provide search templates and stored searches	
49.	Ability to electronically share documents with other departments on the Village's network via common access to the database of the proposed system	
50.	Ability to zoom, rotate, change orientation and pan within document viewer	
51.	Ability to distribute documents electronically across the Village's network, Intranet and via the Internet	
52.	Ability to page/browse forward/backward within a document	
53.	Ability to display images side by side	
54.	Ability to view split screen (i.e. document and code tables)	
55.	Ability to view documents that are imported (i.e. Internet)	
56.	Ability to view various formats including AFP, ASCII, JPEG, TIFF, CCITT, HTML, PDF	
57.	Ability to support thumbnail sketches	
58.	Ability to provide document versioning	

59.	Ability to search across multiple versions of a document	
60.	Ability to restrict documents to read only, read, print, scan, index, read/print	
61.	Ability to provide a complete document history by version	
62.	Ability to print documents from within the view that includes header information such as the date, version and other features such as Village logo or digital signatures	
63.	Ability to route documents and track status	
64.	Ability for users to customize and easily modify workflow process online	
65.	Ability to maintain electronic approval history, even if workflow processes change	
66.	Ability to develop multiple	
67.	Ability to track dates and duration of workflow	
68.	Ability to support sequential routing	
69.	Ability to support conditional routing	
70.	Ability to support parallel document routing with a rendezvous feature	
71.	Ability to support prioritized routing	
72.	Ability to support a pending function	
73.	Ability to establish workflow life cycles	
74.	Ability to support individual and group work queues	
75.	Ability to support manual workflow override by users with assigned security	
76.	Ability to provide workflow polling, which allows a user to be notified immediately when a new task is received	
77.	Ability to include the option for email notifications to those with pending actions	
78.	Ability to highlight major delays in the workflow process based on user driven parameters	
79.	Provide inquire/report capability on system data for analysis and management reporting purposes.	
80.	Provide standardized reports on system data for basic users and customizable reports for power users	
81.	Ability to support system management reporting including, at a minimum: <ul style="list-style-type: none"> • Number of images scanned, inspected and indexed by time period • Number of rescans by operator/time period • Number of documents in the queue • Audit trail reports 	
82.	Ability to print at any point in a process	
83.	Ability to schedule printing	
84.	Ability to provide automatic scaling for output	
85.	Ability to route printing across the Village network	
86.	Ability to select printing (i.e. screen, page, document, folder)	
87.	Ability to provide automated retention scheduling and records management per Village/State requirements	
88.	Ability to schedule and log the purge of files or folders	
89.	Provide file/document checkout and disposition tracking	

90.	Support automated archiving capabilities.	
91.	Ability to flag a document as checked out	
92.	Ability to add a watermark to all documents printed from the archive (Village Logo, Village Seal, date)	
93.	Ability to expunge documents	
94.	Provide an audit trail, including viewing, editing, and printing of documents	
95.	Provide strict security for data, processes, work queues, administrators and users	
96.	Provide security by folder and document type	
97.	Support document locking	
98.	Support multiple security levels (privileges and roles) according to predefined roles	
99.	Provide System Administration functions to balance the work, track activities, assign priorities and report on the processes	
100.	Support full and incremental backup and recovery of all documents and indexes	
101.	Ability to perform unattended back up without degrading system performance	
102.	Support an open systems architecture environment	
103.	Support client/server architecture	
104.	Ability to easily expand the system	
105.	Support Windows NT/2000/XP	
106.	Ability to support a Unix environment	
107.	Ability to operate on Oracle	
109.	Support a fault tolerant environment	
110.	Ability to support Windows NT/2000 network operating systems	
111.	Ability to provide a mirroring function to duplicate platters or disks for backup	
112.	Provide a browser based solution based on a site license (i.e. Authorized users click on Internet Explorer and have access to the system via the Internet)	
113.	Ability to search, retrieve, view, save and add documents using a standard web browser	
114.	Ability to provide the same level of functionality via the Web or client/server solution	
115.	Ability to standardize on PDF format for document delivery on the Web	
116.	Ability to retrieve images stored on the main server within an average time of less than two (2) seconds	
117.	Ability to retrieve images stored off the main server, onto optical disks or other types of mass storage, must be retrievable within an average time of less than ten (10) seconds	
118.	Ability to link non-structured data (electronic documents) to structured data (stored in GIS, and other databases)	
119.	Ability to conduct searches by index resulting in the display of both structured and unstructured data	

120.	Ability to provide an Open Database Connectivity (ODBC) index database to make it possible to access any data from any application, regardless of which database management system is handling the data.	
121.	Ability to interface with intelligent knowledge management software to allow information searches across all Village systems	
122.	Ability to support industry standard (i.e. not proprietary) file formats: <ul style="list-style-type: none"> • MS Office Suite (doc, xls, ppt); Corel WordPerfect Suite • Image formats (tif, jpg, gif, bmp) • CAD (dwg, dxf) 	
123.	Ability to include or integrate with a document viewer to view all supported document formats	
124.	Ability to use a graphical user interface and search feature for storing, retrieving, deleting and moving documents.	
125.	Ability for graphical user interface to allow users to customize views and add data filters	
126.	Ability to automatically tab to/from key data entry fields.	
127.	Ability to support single or multiple page viewing.	
128.	Ability to be accessible to all departments via Village wide network for scanning, indexing, retrieval, archival and printing	
129.	Ability to utilize existing infrastructure (i.e. Outlook, Microsoft Office and Intranet)	
130.	Ability to capture and index email messages from MS Outlook based on recipient or subject matter	
131.	Ability to include a workflow component or seamless integration with a workflow component	
132.	Ability to integrate with MS Office suite to accomplish tasks	
133.	Ability to support Windows 98, NT, 2000 and XP environments	
134.	Ability to support document locking	
135.	Ability to archive and mirror data	
136.	Ability to utilize OCR/ICR and/or bar code technology	
137.	Ability to support image compression technology	
138.	Ability to include on-line context sensitive help screens, including a glossary of basic terms used in the System	
139.	Ability to provide reasonable response times when browsing data	
140.	Ability to support the use of shortcut keys on the client side	
141.	Ability to be fully Web-enabled, with proper security, for citizen access	
142.	Ability to distribute documents via fax or email	
143.	Ability to support an easy to use report writer	
144.	Ability to store documents digitally and on microfilm simultaneously.	
145.	Ability to replace Clerk's current microfilm with optical/digital	
146.	Ability to provide disaster recovery capabilities	
148.	Ability to interface with GEMS financial software package (Oracle)	
149.	Ability to interface with Village Data Warehouse (Oracle)	
150.	Ability to interface with ESRI GIS application (ArcIMS/ArcGIS) (SDE)	
151.	Ability to interface with Public Works AutoCAD system.	
152.	Ability to interface with MS Outlook	
153.	Ability to interface with CRC (SQL)	
154.	Ability to interface with LegiStaf (SQL)	
155.	Ability to interface with CodeMaster(MS Access)	

APPENDIX II

EXAMPLE OF FORM PROCESSING

Village of Downers Grove
Personnel Action Request (PAR)

The PAR (see next page) is the most used form in the Village for a large variety of purposes ranging from employee home address change to signing on a new employee. Depending on the purpose of each action,

- the form can be initiated by employee her/himself, or by supervisor, or by department head or by Village Manager
- the form needs to be routed sequentially from supervisors, to department head, Human Resources Department, Finance Department, to Village Manager's Office for approval or filing purposes
- in the sequential routing process, certain fields need to be secured from being viewed by certain employees although they are part of the process (e.g., when processing a 3-day pay deduction from one employee's paycheck, the payroll clerk does not need to know the reason of such a deduction—which could be a result of a disciplinary action taken against the employee)
- in archiving PAR, the actual form needs to be retained for certain periods of time, depending on the type of action
- Human Resources Department needs to have the administrative right to seal archived forms and assign read-only privilege to parties according to the level of involvement in the action

Village of Downers Grove
Personnel Action Request

All Shaded Boxes must be completed

Employee Name	Employee Number	SS#:	Batch Number
Address (for new employee or changes)	City/State/Zip		Home Phone
Effective Date or Date of Action			
APPOINTMENT (For new employee or changes) <input type="checkbox"/> Full-time Qualification Period <input type="checkbox"/> Months <input type="checkbox"/> Salaried <input type="checkbox"/> Qualification Period <input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt <input type="checkbox"/> Mid-Term Review Date _____ <input type="checkbox"/> Final Review Date _____ <input type="checkbox"/> Full-time Appointment (End of qualification period) <input type="checkbox"/> Part-time Appointment <input type="checkbox"/> Part-time Appointment with benefits <input type="checkbox"/> Seasonal Appointment <input type="checkbox"/> Other _____	SEPARATION <input type="checkbox"/> Resignation <input type="checkbox"/> Retirement <input type="checkbox"/> Dismissal <input type="checkbox"/> Left (Without notice) <input type="checkbox"/> Termination of Seasonal Employment <input type="checkbox"/> Death <input type="checkbox"/> Other (Explain): _____	OTHER CHANGES <input type="checkbox"/> Pay Increase <input type="checkbox"/> Reinstatement <input type="checkbox"/> Demotion <input type="checkbox"/> Promotion <input type="checkbox"/> Transfer <input type="checkbox"/> Suspension <input type="checkbox"/> Leave of Absence <input type="checkbox"/> Return from Leave of absence <input type="checkbox"/> New Position Title: _____ <input type="checkbox"/> Other (Explain) _____	
SALARY \$ _____ Hourly (Non-Exempt; 3 decimals) \$ _____ Bi-Weekly (Exempt; 3 decimals) \$ _____ Annual	TERMINATION PAY <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Vacation <input type="checkbox"/> Sick <input type="checkbox"/> Other (Explain) _____	PAY CHANGE Present \$ _____ Hourly (Non-Exempt) 3 decimals \$ _____ Bi-Weekly (Exempt; 3 decimals) \$ _____ Annual Proposed \$ _____ Hourly (Non-Exempt) 3 decimals \$ _____ Bi-Weekly (Exempt; 3 decimals) \$ _____ Annual	
RETIREMENT PLAN (New employee only) <input type="checkbox"/> IMRF <input type="checkbox"/> Police <input type="checkbox"/> Fire <input type="checkbox"/> None			

EXPLANATION OF ACTION:

Requested by _____ Date _____ Immediate Supervisor	Approved by _____ Date _____ Group Director	Approved by _____ Date _____ Director of Financial Services	Payroll Action Take _____ Date _____ Payroll Clerk	For Information Services Department Use Only <input type="checkbox"/> Application Access <input type="checkbox"/> Network Login <input type="checkbox"/> Email I.S. Initials _____
				Approved by _____ Date _____ Human Resources Director
				Approved by _____ Date _____ Village Manager
				Benefits Action Taken _____ Date _____ Employee Benefit Coordinator
				Employee Signature _____ Date _____

Distribution:
White: Human Resources Pink: Employee
Yellow: Department Gold: Payroll
Form 151-02CR Rev. 04/00

Questions? Call Human Resources Department

APPENDIX III REQUIREMENTS FORM

[RETURN THIS PAGE ALONG WITH YOUR RESPONSE TO RFP]

TO:

Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515
ATTN: Liangfu Wu

FROM:

Organization: _____

Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone Number: _____

Facsimile Number: _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

In submitting this RESPONSE TO RFP, it is understood that the Village of Downers Grove reserves the right to reject any or all responses, to accept an alternate response to this RFP, and to waive any informalities in any responses. In addition to this document, submitted documents shall furnish all submittals as required herein.

Exhibit B

**Can be found in Clerk's Office for Reference
(Document is 200+ pages)**

OnBase WorkView Modules

The OnBase WorkView Modules provide the installed customer with the capability to setup issue tracking functionality in order to monitor status of issues and their associated resolution. These modules may be of interest, depending on specific requirements of Downers Grove departments.

OnBase Full Text Modules

The OnBase Full Text Modules provide the capability to create full text indexes and search against those indexes. The products are offered in two primary versions: a) OnBase Verity Full Text Indexing, and b) OnBase Microsoft Full Text Indexing. The Verity version provides more robust index and searching capabilities. In either of these solutions, there is a server module and client module. The client module is licensed in a similar manner to prior products (e.g., concurrent, named workstation, named user).

OnBase Output Modules

The OnBase Output Modules provide the installed customer with the capability to push documents to various offline storage media, such as DVD, CD, etc. These modules may be of interest as Downers Grove moves further into its deployment of document management.

Other OnBase Modules

Other OnBase Modules that are relevant to the Village of Downers Grove include the following:

- OnBase Full-Text Modules. The ability to index and retrieve documents on a full-text basis can be accommodated with one of two potential solutions from OnBase: a) OnBase Verity Full Text Indexing, and b) OnBase Microsoft Full Text Indexing. In either of these solutions, there is a server module and client module. The client module is licensed in a similar manner to prior products (e.g., concurrent, named workstation, named user).

OnBase Training

Based upon the increased role that Downers Grove will be taking in the initial implementation, it is critical that the Village of Downers Grove identify one or more individuals to be trained and ready to manage the document management system. We are recommending that the following Hyland-offered training be taken by Downers Grove personnel:

- System Administrator
- Introduction to Workflow for System Administrators.

We believe that the above courses will provide participants with an excellent foundation to capably manage the Downers Grove document management system.



Revised Response
to RFP -
EXHIBIT C

OnBase Data Recovery Services

The RFP reference various features to provide for system availability. Depending on how formal the Village wishes to get, it can subscribe to an annual recovery service with OnBase to provide some of the ongoing backup and “insurance of” document management system.

Proposed Implementation Assistance

In order to assist the Village of Downers Grove in implementing OnBase in “high priority” departments, we have outlined a project approach in this section of our proposal.

Project Plan

The following project plan outlines an approach that presumes that Downers Grove will perform a majority of the implementation tasks for Phase I implementation (i.e., HR Department and PAR workflow process). Crowe Chizek will provide technical expertise and guidance at key intervals throughout this implementation. Crowe Chizek will install the OnBase software. Subsequent to installation, we will work with Downers Grove to identify areas of effort that require the OnBase experience that Crowe Chizek has developed and areas of effort that can be performed by Downers Grove.

The success of this revised approach with Downers Grove taking on more components of the implementation requires the following:

- Attendance at the previously referenced OnBase training. This training includes the OnBase System Administration and OnBase Introduction to Workflow for System Administrators.
- Performance of activities previously targeted for Crowe Chizek. Much of the shift in activities is in the area of requirements gathering, but there are some reassignments related to assisting with system setup activities.
- Designation of a Downers Grove Project Manager to play the primary point for the project and to coordinate resources within Downers Grove.

Given these factors and our prior brief experience with the Downers Grove personnel, we feel comfortable with the shift in our project approach.

The focus of the initial implementation activities to be performed by Crowe Chizek and Downers Grove will be on the Human Resources area for establishing a platform for Human Resources to begin imaging their documents, automating the HR PAR process via OnBase workflow, and establishing an initial foundation for other departments to begin meeting their document management requirements. The revised approach for



the initial implementation does not contemplate other departments gaining “go-live” functionality, except as related to accessing HR documents and the PAR process.

Phase I - Requirements and Design Phase

The purpose of this phase is to understand the current environment and develop the requirements and the design for the Document Management System. The Village has already completed a significant amount of the requirements analysis. Crowe Chizek will work with the Village to validate these requirements and translate them to a design that will serve as a roadmap for the OnBase configuration. The activities performed in this phase include:

- 1) Develop a baseline project plan. Crowe Chizek will assist Downers Grove in developing this plan; Downers Grove will own the recordkeeping and management of the plan with Crowe Chizek’s assistance.
- 2) Information Gathering. Crowe Chizek and Downers Grove IT participants will meet with “first-wave” representatives to discuss general document management needs as well as specific needs related to the PAR process. Crowe Chizek will identify various types of information to be gathered, and provide templates/forms to assist with the information gathering. Specific information to be collected includes:
 - a. Document Types. Downers Grove will assume primary responsibility for this information, with assistance from Crowe Chizek.
 - b. Search and Retrieval Needs. Downers Grove will assume primary responsibility for information gathering of search and retrieval needs, with assistance from Crowe Chizek.
 - c. Security Requirements. Downers Grove will gather initial information with assistance from Crowe Chizek, and Crowe Chizek will assume primary responsibility for framing a security strategy for Downers Grove.
 - d. Workflow Requirements. For purposes of this project, we will focus only on the PAR workflow, and Downers Grove has responsibility for providing detailed requirements that will permit Crowe Chizek to develop the workflow. Workflow requirements for other departments may be reviewed by Downers Grove, but will not be implemented in this initial project.
- 3) Application Interfacing. In the initial implementation, there will be no interfacing of line of business applications at Downers Grove with OnBase. The OnBase Application Enable module will not be



acquired by Downers Grove in the initial phase, and no custom development for interfacing applications will be undertaken in this initial project. (Note: interfaces between OnBase and Microsoft Office, as demonstrated, will be provided in the initial implementation).

- 4) System Architecture. We will meet with Downers Grove IT and design an architecture that can support the usage both in terms of number of users and number of documents. (Note: this may result in fluctuations, in the number of concurrent user licenses that are required by Downers Grove).
- 5) Backup and Recovery Planning. Crowe Chizek will assist Downers Grove in developing a backup and recovery strategy for the OnBase system.

Downers Grove will have primary responsibility for documentation and summarization of collected information and decisions made during this phase of the project.

Phase II - Implementation

The purpose of this phase is to install, configure, and test the OnBase System at the Village and bring it into production. The activities performed in this phase include:

- 1) Installation and configuration of the OnBase Software. Crowe Chizek has primary responsibility for this activity.
- 2) Produce the required end-user and system administration and support training materials. Downers Grove will have primary responsibility for creating Downers Grove specific documentation with the assistance of Crowe Chizek.
- 3) Train the Trainer. Crowe will conduct one initial training session to show the Downers Grove "Team Owners" of the system how to use and administer OnBase. Subsequent end-user training will be handled by Downers Grove. This training will address numerous areas, including:
 - a. Daily usage of the system.
 - b. Document entry.
 - c. System administration and support.
- 4) Post Go-Live Support. Crowe Chizek will provide post go-live support on a limited basis (occasional remote assistance to answer questions that may arise). If more comprehensive support is required, we will discuss arrangements with Downers Grove.





A. Fee/Price Assumptions

Hardware

Due to the need to perform more precise hardware assessment, we are not able to provide definitive hardware specifications as part of our proposal. We have, however, provided a guideline recommendation for the Village's planning purposes. We will also provide hardware server sizing and procurement assistance to the Village for free.

Software

We have summarized the OnBase modules we are recommending to address the needs outlined in the RFP. Where appropriate, we have added commentary providing additional insight regarding specific quantities specified. We anticipate that these quantities would be firmed up during additional discovery in the implementation phase.

Training

We are assuming that

Implementation Assistance

We used the following assumptions to frame our implementation assistance cost:

- 1) Our implementation focus will be on the HR Department. Based on information gathered by Downers Grove (with directional assistance from Crowe), we will initially setup 8 document types in conjunction with Downers Grove team members. Additional setup will be performed by Downers Grove team members.
- 2) Using Downers Grove requirements and design documents, we will develop the workflow supporting the PAR process. Per discussions with Downers Grove, we are assuming that with our direction, Downers Grove will create the actual forms to be used in the PAR process (i.e., HTML). With Downers Grove team members participating, we will create the OnBase workflow processes and e-Form linkages that will make use of these forms. We understand that some fields in the PAR process will be auto-populated. With regard to these fields, we assume that underlying data to support the auto-population is readily available and that Downers Grove will provide requirements specification regarding how to access this data and the underlying logic desired for auto-population.
- 3) We will meet with Downers Grove team members to outline information gathering requirements, summarize requirements, and finalize architectural and installation specifications.



- 4) Downers Grove will identify an authorized approver for PAR workflow processing.
- 5) Crowe Chizek will be responsible for the OnBase installation and configuration of all server modules. We will work jointly with Downers Grove Team members to determine and set configuration settings, with the anticipation that Downers Grove Team members will make adjustments to configuration settings in the future.
- 6) Crowe Chizek will be responsible for the OnBase desktop installation for up to three users and will show the Village how to perform desktop installations for other end-users. Downers Grove will identify targeted "subject-matter expert(s)" to be available to assist with this implementation, who will then take responsibility for future desktop installation activities.
- 7) Crowe Chizek will install one integrated OnBase scanning station and setup three scanning queues. Downers Grove will identify targeted "subject-matter expert(s)" to be available to assist with this implementation, who will then take responsibility for future scanning installation activities.
- 8) Downers Grove will identify targeted "subject-matter expert(s)" to be available to assist with this implementation. The availability of these individuals will be critical during implementation activities since during these activities, there is the greatest opportunity to provide skills transfer.
- 9) The initial OnBase implementation will not include any custom programming, except as necessary to support the PAR form.
- 10) Crowe Chizek will not implement the OnBase Application Enabler module, nor provide any application interfacing via either custom programming or use of the OnBase Application Enabler module.
- 11) Crowe Chizek will conduct one initial end-user training session to show users from the Village how to use OnBase. Subsequent end-user training will be handled by Downers Grove team members.
- 12) There will be one environment that Crowe is responsible for installing and configuring.
- 13) Downers Grove will be responsible for creating all documentation including meeting minutes, configuration, design specifications, training documentation, and technical documentation.



B. Cost Proposal**Hardware**

The architecture of OnBase will work within the current hardware and software environment at the Village of Downers Grove. For profiling purposes, we have provided minimum hardware specifications for a machine that is running OnBase exclusively and do not take into account requirements for applications you may be running:

- 1) OnBase Database Server, with:
 - Dual 1 GHz Processor
 - 1024Mb Memory
 - 50GB plus estimated database size
 - High availability disk system
- 2) OnBase Web Server
 - 1 GHz CPU
 - 512 Mb Memory
- 3) OnBase Workflow Server
 - 1 GHz CPU
 - 512 Mb Memory
- 4) User Stations (Fat clients)
 - 450 MHz CPU
 - 128 Mb Memory
- 5) Scanning Hardware
 - TWAIN-compliant scanning hardware
 - Speed and feeder functionality dependent on volume

Software

The specific OnBase software modules that are proposed to meet the needs outlined in the Downers Grove RFP are presented on the next page.



OnBase Server Modules			
<u>Product Name</u>	<u>Product Code</u>	<u># Ordered</u>	<u>Price Comments</u>
Multi-User License	OBIPW1	1	\$5,000.00 Core OnBase Module
EDM Services	DMIP11	1	\$5,000.00
Outlook Integration	OLIP11	1	\$5,000.00 Required for browser-based access to OnBase
		<i>Sub-Total:</i>	<i>\$15,000.00</i>

OnBase Client Modules			
<u>Product Name</u>	<u>Product Code</u>	<u># Ordered</u>	<u>Price Comments</u>
Concurrent Client	CTIPC1	10	\$12,000.00 Allows for any number of users as long as they do not exceed 10 simultaneous users. This number will be adjusted as departmental needs become more well-defined.
		<i>Sub-Total:</i>	<i>\$12,000.00</i>

OnBase Workflow Modules			
<u>Product Name</u>	<u>Product Code</u>	<u># Ordered</u>	<u>Price Comments</u>
Workflow Departmental Server	WFDP1	1	\$10,000.00 Required to provide workflow routing.
Workflow Concurrent Client	WFPC1	5	\$5,000.00 Allows for any number of users as long as they do not exceed 5 simultaneous users. This number will be adjusted as departmental needs become more well-defined.
		<i>Sub-Total:</i>	<i>\$15,000.00</i>

OnBase E-Form Modules			
<u>Product Name</u>	<u>Product Code</u>	<u># Ordered</u>	<u>Price Comments</u>
E-Forms	EMIP11	1	\$10,000.00 Required for forms based routing / workflows.
		<i>Sub-Total:</i>	<i>\$10,000.00</i>

OnBase Imaging Modules			
<u>Product Name</u>	<u>Product Code</u>	<u># Ordered</u>	<u>Price Comments</u>
Production Document Imaging	DIPW1	1	\$5,000.00 Provides scanning capabilities of hard documents
Production Document Imaging	DIPW2	1	\$2,000.00 Same as above; subsequent copies @ \$2,000.
		<i>Sub-Total:</i>	<i>\$7,000.00</i>

OnBase Full-Text Modules			
<u>Product Name</u>	<u>Product Code</u>	<u># Ordered</u>	<u>Price Comments</u>
Verity Full Text Indexing Server	VTIP1	1	\$10,000.00 Required to support Full-Text Search and Indexing
Verity Full Text Indexing Concurrent Client	VTIPC1	5	\$1,500.00 Allows for any number of users as long as they do not exceed 5 simultaneous users. This number will be adjusted as departmental needs become more well-defined.
		<i>Sub-Total:</i>	<i>\$11,500.00</i>

OnBase Output Modules			
<u>Product Name</u>	<u>Product Code</u>	<u># Ordered</u>	<u>Price Comments</u>
Document Retention	DRIP11	1	\$9,000.00 Required to support automatic document removal
		<i>Sub-Total:</i>	<i>\$9,000.00</i>

Software Total: \$79,500.00
 Allowance @ 18% -\$14,310.00
NET SOFTWARE TOTAL \$65,190.00

Due to the fact that OnBase pricing is subject to volumes (e.g., number of users), we have included unit/block pricing for various modules in Attachment 5 to this proposal.



Maintenance Costs

Annual maintenance costs for OnBase software is 18% of the list price of the software and commences on purchase of the software. Maintenance for the above specified configuration is as follows:

OnBase Annual Maintenance			
Product Name	Product Code	# Ordered	Price Comments
Annual Maintenance	MAJNT1		\$14,310.00 Commences with software acquisition (18% of current license price)
		<i>Sub-Total:</i>	<i>\$14,310.00</i>

Training

Training costs for recommended software training are:

OnBase Educational Training for End Users			
Product Name	Product Code	# Ordered	Price Comments
System Administrator at Hyland	TRSYS1	1	\$1,500.00
Introduction to Workflow for System Administrators at Hyland	TRWFE1	1	\$1,500.00
		<i>Sub-Total:</i>	<i>\$3,000.00</i>

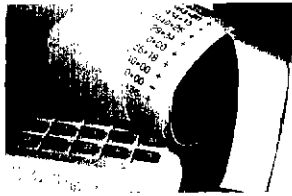
Implementation Assistance

As part of our revised approach, we have broken our implementation fees into two segments. Based on the approach and assumptions described above, we feel that this time will deliver the end result of first phase implementation, while allowing Crowe Chizek to minimize its fees (by taking advantage of Downers Grove resources).

We have also "time-boxed" our efforts into 45-hour allocations. We do this in order to ensure that we have formal checkpoints where we can assess roles and activities. Based upon the split of roles between Crowe Chizek and Downers Grove, it is imperative that we maintain an ongoing dialog of where various activities stand so that any adjustments can be made in an expeditious manner.

Implementation Services		
Phase	Time Blocks	Price Comments
Phase I – Requirements and Design	1	\$6,750.00
Phase II – Implementation, including PAR workflow	2	\$13,500.00
		<i>Sub-Total:</i> <i>\$20,250.00</i>





3. Financial Statement

As the Chief Financial Officer of Crowe Chizek and Company LLC, James Fulton agrees to take personnel responsibility for the thoroughness and correctness of all financial information supplied with this proposal. Crowe Chizek and Company LLC does not have a Board of Directors, but is governed by a Chief Executive Officer and a Management Committee, made of Executives from the Company's business units. Crowe Chizek and Company LLC's parent company, Crowe Group LLP, is governed by an Executive Committee which has established an Audit Committee that oversees an Internal Audit function staffed by Crowe Chizek and Company LLC personnel. The Internal Audit function performs procedures on the financial records of Crowe Chizek and Company LLC and has a direct line of communication to the Audit Committee and the Executive Committee and are not accountable to the accounting function.

Crowe Chizek and Company LLC financial information is considered confidential and should be used only for purposes of evaluating the viability of Crowe Chizek to capably provide services to the Village of Downers Grove.

Financial Statements are presented in the following pages.

