RESOLUTION NO. 09-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ADVANCED PUBLIC SAFETY INC. PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTIONS 2-797(1)AND(3)IN THE AMOUNT OF $122,152.64 FUNDING TO BE EXPENDED FROM THE DOJ NEW TECHNOLOGY GRANT, 2006CKWX0295, FOR THE PURCHASE OF THE VIRTUAL PARTNER SOFTWARE SUITE OF AUTO-POPULATED TICKETS SOLUTIONS AND THE ASSOCIATED HARDWARE FOR AN ELECTRONIC CITATION SYSTEM; PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Manager, with the advice and consent of the City Attorney, is authorized to enter into a contract with Advanced Public Safety Inc. pursuant to City of Key West Code of Ordinances sections 2-797(1) and (3) in an amount not to exceed $122,152.64 for the purchase of the Virtual Partner Software suite of Auto Populated Ticket Solutions and associated hardware for an electronic citation system in accordance with the attached proposal dated 1/2/2009.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of February, 2009.

Authenticated by the presiding officer and Clerk of the Commission on February 4, 2009.

Filed with the Clerk February 4, 2009.

MORGAN MCPHERSON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

Donald J. Lee, Jr.
Chief of Police

Key West
POLICE DEPARTMENT

TO: Mr. Jim Scholl, City Manager

FROM: Donald J. Lee, Jr., Chief of Police

DATE: December 8, 2009

RE: **Executive Summary – Advance Public Safety Purchase**

Action Statement: The Department of Justice awarded the Key West Police Department a New Technology Grant .The Law Enforcement field continues to progress at a rapid pace in order to provide the community and the agency with the most effective and efficient crime fighting tools available. These systems enhance both the agencies and the patrol officer's ability to accomplish their objectives. This in turn improves public and officer safety. One such system is an Electronic Citation System. Through the purchase of "The Virtual Partner Suite of Solutions *TM*" from Advanced Public Safety *INC.* (APS), pursuant to Key West City Code of Ordinances purchase exemption Sec-2-797 (1) and exemption Sec.2-797 (3), patrol officers, administrators and records personnel will be able to improve efficiency and productivity. The Virtual Partner technology performs a number of functions for patrol officers issuing citations and writing traffic crash reports electronically at a fraction of the time it currently takes to perform these same tasks. It also greatly reduces our Records Division's time and effort to catalog and manually enter information into existing records management systems.

Background: The Key West Police Department currently uses manual methods to write traffic citations and crash reports and then enter all the required data into our records management system. Both of these tasks are time consuming, but necessary to meet departmental, state, and accreditation standards. The acquisition of the Virtual Partner technology will greatly reduce the time required by the officer in the field to write a citation and or a crash report. Reduced time in citation issuance will result in increased productivity. It also enhances officer safety and effectiveness. It further allows the capture of this data by electronic transfer to our existing electronic records management system eliminating manual entry and increasing efficiency.

Advantages/Disadvantages

1. **Advantages:**

Officer Safety: The issuance of a traffic citation is among the most dangerous activities for a patrol officer. It exposes them to hazards associated with moving traffic and potentially violent and dangerous individuals. The voice response feature in APS will give the officer critical information necessary to conduct traffic stops without having to look at the computer screen and gives verbal alerts for stolen vehicles and wanted subjects. The auto-population of the forms retrieved from the simple swipe of a driver's license reduces the amount of time the officer's attention and visual observation of

the driver is diverted. This gives the officer an obvious tactical advantage. The officer will also have more time "in service" to devote to other public safety activities and be more productive.

Increased Efficiency: As mentioned above, this system saves our records personnel valuable time by not having to manually enter required data from traffic citations and traffic reports. They will be able to devote more time to other key functions within their unit and become more productive.

2. **Disadvantages:**

   Care and Maintenance: As with many systems associated with advanced technology, the possibility exists for malfunctions of the hardware or software resulting in down time of the unit and costs associated with their care and maintenance. Once the system is out of warranty it will create recurring costs.

Recommendation: We have obtained a current proposal from Advanced Public Safety to provide the software and hardware to implement this new technology that contains a large hardware incentive. There is no doubt that obtaining the above listed product form APS Inc. is in the best interest of The City of Key West and the police department. It will enhance our ability to achieve the goals and objectives of the grant, as awarded. The total cost of the system will be paid for by our third COPS New Technology Grant from the U.S. Department of Justice: The US DOJ has accepted APS Inc. as a sole source provider of this patent protected technology, meeting Key West City Code of Ordinances purchase exemption Sec-2-797 (1). In addition, APS Inc. was also awarded a contract with the 16th Judicial Circuit; Kane County Ill. which includes a Cooperative Purchasing Agreement allowing other governmental agencies to use the solicitation rationale in selecting this contractor, meeting Key West City Code purchase exemption Sec.2-797 (3).

The purchase price is $122,152.64

TRAFFIC CITATION

THE CITY OF **ANYTOWN** **0000003-3**

Date of Occurrence: **11/05/2008** Time: **12:39**

VIOLATOR

Last: **SWEER** Middle: **CHRISTOPHER**
First Name: **MICHAEL** DOB: **05/12/1966**
Address: **5243 SW 158AVE**
City: **MIRAMAR** State: **FL** Zip: **330274990**
Hgt: **5'10"** Eyes: Wgt: Hair:
Race: Sex: **M**
DL #: **S600543661720** DL State: **FL** Lic. Expires: **2010**
CDL: **N** Class: **E**
Juvenile:

VEHICLE

Yr. Veh: **2008** Veh. Tag: **SUG 196** State: **FL**
Color: **BLK** Yr. Tag Expires: **2011**
Make: **ALFA** Model: **SPIDER** Style: **3D**

LOCATION

Upon a Public Street or Highway or Other Location Namely:
ADMIRAL PL
NB: **N** SB: **N** EB: **N** WB: **N**
Lanes: **4** Traffic: **LIGHT**
Weather: **OVERCAST** Lighting: **DAWN**

VIOLATIONS

Did unlawfully commit the following Offense(s), In violation of State Statute,
Construction: **N** Workers Present: **N**
Alleged Speed: **58** Method: **LASER #128354-A**
Posted Speed: **35**

SPEEDING IN EXCESS OF UNPOSTED LIMIT
(25MPH) 11-15 **37-617B**
SPEE

COURT INFORMATION

MUNICIPAL COURT
221 E. MAIN STREET
OUR TOWN, FL 12345
(555) 555-1212
WWW.WEBADDRESS.COM

SIGNATURE

BY MY SIGNATURE I UNDERSTAND MY RELEASE TO APPEAR FOR ARRAIGNMENT IS CONDITIONAL AND THAT FAILURE TO APPEAR AS PROMISED SHALL RESULT IN THE SUSPENSION OF MY DRIVER'S LICENSE IN OKLAHOMA OR, IF A NONRESIDENT, IN MY HOME STATE PURSUANT TO THE NONRESIDENT VIOLATOR COMPACT.

Signature of Defendant: x _____

Signature of Officer: _____
Officer name: **SMITH** Officer ID: **12345**
Agency Name: **POLICE DEPT.**
Misc:

Sample Citation

ADVANCED PUBLIC SAFETY
A Trimble Company

APS Proposal for Key West Police Department

1/2/2009

APS Enterprise software solutions **$44,056**

- (1) VirtualPartner™ Engine- Interface to mobile data system
- (1) SmartNumber™ (for citations only) – Ticket number distribution management software
- (44) SmartConnect™ - printer connectivity module providing bi-directional communication for redundant, error-free connections, remote printer control, and font/template downloads
- (4) SmartExport ™- Electronic transmission of field data to back-end database systems
  - Handheld ticket data to RMS
  - Mobile ticket data to RMS
  - Handheld crash data to RMS
  - Mobile crash data to RMS

APS Toughbooks software solutions **$24,618**

- (40) QuickVoice™- Voice response system for mobile computers
- (40) QuickTicket™- Electronic ticketing system for mobile computers
- (2) QuickCrash™ with SmartRoads™- Electronic crash/accident application with crash diagramming tools

APS Handheld solutions **$11,994**

- (4) PocketCitation™- Electronic ticketing system for handheld devices
- (2) PocketCrash™ with SmartRoads™ - Electronic crash/accident application with crash diagramming tools

Ancillary **$27,243.64**

- (44) ZebraCare Advantage Warranties - Back-to-factory agreements cover all the labor and parts (excluding print heads, accessories, and batteries). All Zebra equipment returned for service under this agreement will receive a complete preventative maintenance procedure and will be returned to you at no additional cost. All parts and labor (excluding print heads, accessories, and batteries) only genuine Zebra parts. Required repair of nonfunctioning equipment. Cleaning and adjustment. Complete preventative maintenance procedure at no cost (high-performance, specialty, and industrial/commercial printers only).
  *Zebra Care Advantage: Return shipping via ground at no cost, two-day or better turnaround on all corrective maintenance and no-charge firmware upgrades upon request.
- (4) Intermec CN3 Extended Warranty - 3 Year Bronze Medallion Complete. No Hassle Warranty with 5-day turnaround time.
- **Project Management Included at No Charge purchase order through final software acceptance. Single point of contact for agency.**
- **Annual Maintenance (15% of software cost)- not a requirement after first year**
- (3) cases thermal paper for Zebra printers (36 rolls per case/$99 per case)
- Shipping costs for all hardware and paper

Hardware	**$46,120**
2008 Year-end hardware incentive (EXTENDED by PERMISSION of MFG)	**<$31,088>**
Net hardware cost:	**$14,240**

- (40) Zebra thermal printers for printing in cars- Zebra RW420 Printer w/ USB Cable and Magstripe (12-volt Power Supply - Cigarette Lighter Cable). **Incentive price: $200 per unit**
- (4) Zebra thermal printers with Bluetooth for printing from handhelds- Zebra RW420 Printer w/ Bluetooth (110-volt Power Supply). **Incentive price: $200 per unit**
- (4) Intermec CN3 handheld units- Intermec CN3 w/Bluetooth, & 802.11b/g, 2D Imager, Extended Battery, QWERTY Keypad, Magstripe reader, USB Cradle, Line Cord, 110 Volt PS, USB Cbl. **Incentive price: $1,350 per unit**
- (1) cable for programming handhelds

Total solution cost: $122,152.64

Pricing in this proposal is valid though February 28, 2009

Sec. 2-797. Exemptions.

The following are exempt from the requirements of formal competitive procurement:

(1) *Sole source procurement.* Sole source procurement in accordance with the following:

a. All specifications shall be drafted so as to promote overall economy for the purposes intended, to encourage competition in satisfying the city's need, and shall not be unduly restrictive. Brand name specifications are restrictive of competition and shall be used only as specifically provided in section 2-844.

b. A contract may be awarded without competition when the department head makes a written determination and the purchasing agent verifies that, after conducting a good faith review of available sources, there is only one source for the required commodity or contractual service. The city manager shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole source procurement shall be maintained as a public record and shall list each contractor's name, amount and type of each contract; a list of the commodity or contractual service procured under each contract; and the identification number of each contract file.

c. All sole source procurement where the cost of the commodities or contractual services exceeds $20,000.00 shall be authorized by the city commission.

(2) *Emergency procurement.* The city manager may make emergency procurement of commodities or contractual services where the cost exceeds $20,000.00 when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the city, including cases where a natural disaster has occurred, is occurring, or is imminently threatening. However, such emergency procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the commodity or contractual service procured under the contract, and the number of the purchase order, if any. All emergency procurement in excess of $20,000.00 shall be ratified by the city commission at the next scheduled city commission meeting.

(3) *Purchases and acquisitions under contracts of federal government and the state or its political subdivisions.* All purchases of commodities or contractual services under the provisions of local, state and federal purchasing contracts shall be exempt from the competitive procurement requirements, provided that the following criteria are all satisfied:

a. The terms and conditions of the original contract by the federal, state or local government, other than the city, are satisfactory to the city and such terms and conditions are expressly extended to other municipalities pursuant to the bid documents or by the original successful bidder.

b. The purchasing agent has performed an informal solicitation to determine if the prices of the original contract are fair and reasonable and to ensure local vendors have an opportunity to compete.

c. The city commission authorizes such procurement when the cost of the commodities or contractual services exceeds $20,000.00.

(4) *Exempt contractual services.* Exempt contractual services not subject to the competitive procurement requirement are as follows:

a. Legal services including paralegal, expert witnesses, appraisal services and court reporters. Prior to engaging legal services estimated to have a cost in excess of $20,000.00, the city attorney shall notify the city manager and the city commission.

b. If in the opinion of the city manager exceptional circumstances exist to exempt a purchase from the competitive bid requirements of this subdivision for the best interests of the city, he shall place a resolution before the city commission for approval of such exemption.

Donald J. Lee, Jr.
Chief of Police

Key West
POLICE DEPARTMENT

Mr. Raymond Reid
Office of Community Oriented Policing
1100 Vermont Ave.
9th Floor Mr. Reid
Washington, DC 20005

Sole Source Justification

I

As part of our Technology Grant 2006CKWX0295 the Key West Police Department requests the sole sourcing of the APS Virtual Partner ™ Suite of Solutions. This system is in use by hundreds of law enforcement agencies across the U.S. and Canada. These software modules and hardware will allow our officers to enter license plate numbers directly into their mobile computers and receive voice response as opposed to taking their eyes off of the road while driving. If a citation is issued, the software will automatically enter the vehicle and owner information on the citation, which is then printed out in the police unit. If the offender is not the registered owner, a swipe of the driver's license through the systems printer will fill the information into the citation as well as the mobile computer. With the proposed purchase of the crash software module, the system will electronically fill in all of the same pertinent data into a crash report form that would be printed out at the station on a full size printer. Warning tones and vocal alerts from the system will notify the officer of stolen vehicles and or wanted persons associated with the license plate number when entered. The information is then electronically transferred to our records management system eliminating the time consuming manual entry of all citations by our records clerks. This new technology improves officer safety when driving and decreases the length of time an officer is exposed to moving traffic when issuing traffic citations or filling out crash reports. The time saved by having the vehicle, driver and location data automatically filled in either citations or crash reports, will increase the officers' productivity and improve their efficiency. We also want to purchase 4 hand held units and 4 blue tooth printers to be used by our mounted, bicycle and motor units. Due to U.S. patents, Only APS Inc. provides the software and hardware that meets these requirements.

II

Virtual Partner is a proprietary software application developed and offered exclusively by Advanced Public Safety and is patented by the United States Patent & Trademark Office (U.S. Patent No. 6,621,422 and Patent No. 6,943,703 B2). The Virtual Partner products we propose purchasing includes: Quick Voice™, Quick Ticket™, Quick Crash™, Smart Export™, Report Beam™, Smart Number™, Smart Connect™, Pocket Citation and Pocket Crash™. Because of their patent protection, the APS Virtual Partner application is the only application currently available on the market that provides the following functionality:

1) Auto-populates any electronic form (including ticketing and crash) with the data contained in the mobile data system query files, and
2) Electronically transfers that data from the form into your agency's Records Management System (RMS).

Additionally, Zebra Technologies has created specific firmware for the Zebra RW420 thermal printer that works in conjunction with APS solutions. These printers have been installed with unique firmware that is only available through APS. Virtual Partner software will only operate on Zebra printers that contain this firmware. Due to the patent protections and unavailability to obtain any other products that meet our requirements, no market survey has been conducted. APS Inc. is located in Vero Beach Florida and can provide Florida state specific data for the products we wish to purchase. Their company and products were developed by former law enforcement officers with expertise and experience in both technology and law enforcement applications. Upon a sale agreement, a project manager will be assigned to our department throughout the process until full implementation and completion of the project.

III

We have obtained a current proposal from APS Inc. to provide the software and hardware required to implement this new technology. The current proposal contains a large New-Year Hardware Incentive that will save our department over $ 31,000. This offering is only valid through February 28, 2009. There is no alternate contractor and the price will increase in March 2009. If a commitment is not made by February 28, 2009, not only will the hardware incentive be lost, there will be an anticipated increase in per unit price. This would have a considerable negative financial impact on the project.

IV

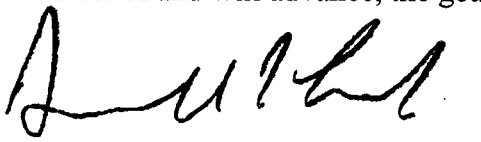
APS Inc. was awarded a contract with the 16th Judicial Circuit, Kane County Ill. which includes a Cooperative Purchasing Agreement allowing other governmental agencies to use the solicitation rationale in selecting APS Inc. This meets the City of Key West's ordinance requirements for a sole source justification. APS Inc. Is the sole Provider of the technology and products we wish to purchase as listed above. There is no other provider that meets the requirements of this project.

V

With budget tightening it is essential that we improve overall efficiency to be able to complete our mission with less financial resources. Through implementation of this project and the purchase of the above listed products, this goal can be achieved. The initial purchase through our Technology Grant 2006CKWX0295, will translate into less time spent issuing traffic citations and filling out crash reports. It will also eliminate the current backlog in our records division by eliminating their manual input of traffic citations. Our mandated Uniform Traffic Citation Audit, which is time consuming and currently complicated, will be conducted effortlessly. These improvements in efficiency are in the best interest of the Key West Police Department and do not come at the cost of officer safety. In contrast, the implementation of this project in the field will inherently increase officer safety by reducing their exposure during traffic stops.

VI

There is no doubt that obtaining the above listed product from APS Inc., the only provider of this patent protected technology, is in the best interest of the Key West Police Department and in the best interest of and will advance, the goals and objectives the technology grant was awarded for.



Chief of Police: Donald J. Lee Jr.
Key West Police Department

ADVANCED PUBLIC SAFETY
A Trimble Company

October 9, 2008

Captain Frank Sauer
Administration Bureau Commander
Key West Police
1604 N. Roosevelt Blvd
Key West, Florida 33040

Dear Captain Sauer:

Thank you for your interest in the APS Virtual Partner™ suite of solutions. Hundreds of law enforcement agencies across the U.S. and Canada use these products, designed by law enforcement officers to increase officer safety and productivity.

Virtual Partner is a proprietary software application developed and offered exclusively by Advanced Public Safety and is patented by the United States Patent & Trademark Office (U.S. Patent No. 6,621,422 and Patent No. 6,943,703 B2). The Virtual Partner family of products includes: QuickVoice™, QuickTicket™, QuickCrash™, SmartExport™, ReportBeam™, and other modules.

Because of the protection our patents offer, the APS Virtual Partner application is the only solution currently available on the market that provides the following functionality:

1) Auto-populates any electronic form (including ticketing and crash) with the data contained in the mobile data system query files, and
2) Electronically transfers that data from the form into your agency's Records Management System (RMS).

Additionally, Zebra Technologies has created specific firmware for the Zebra RW420 thermal printer that works in conjunction with APS solutions. These printers have been installed with unique firmware that is only available through APS. Virtual Partner software will only operate on Zebra printers that contain this firmware.

At Advanced Public Safety, we take great pride in knowing that we help make the jobs of law enforcement and public safety officers safer and more efficient. We appreciate your consideration of the APS Virtual Partner system and look forward to working together.

Regards,

Eliot L. Diamond
Advanced Public Safety, Inc.

Office of the Circuit Court Clerk
16th Judicial Circuit
Kane County

DEBORAH SEYLLER
Circuit Court Clerk
Fax (630) 208-2172

P.O. Box 112
Geneva, IL 60134-0112
Telephone (630) 232-3413

August 24, 2007

Jack Siney, COO
Advanced Public Safety, Inc.
500 Fairway Dr Ste 204
Deerfield Beach FL 33441

Re: Circuit Court Clerk, Kane County RFP-Electronic Citations-CIC-07-001

Dear Mr Siney:

Thank you for participating in the bid process for the Electronic Citations. This is formal notice of award to APS for your response to the RFP, number referenced above.

Attached, please find a purchase order for the product and/or services as detailed in the APS Response to the RFP, in the addendums, and in the emails for a total of $600,00.00. Delivery dates and project initiation will not commence until execution of a mutually agreeable contract between APS and the Circuit Clerk.

It has been my distinct pleasure to conduct preliminary negotiations with APS, and I look forward to continued good relations. I will be out of the office starting August 27, 2007 and will return on September 10, 2007. Please allow me a day or two to catch up on office matters, after which, I look forward to continuing our discourse toward executing our contract. My suggestion is that we establish a good faith date of completing the contract by September 30, 2007. The only aspect that could interfere would be a leasing contract negotiation in conjunction.

The APS response set out a rather aggressive timeline for implementation. Please consider stretching that out to at least a six month time frame. It would relieve both the pressure on our staffs, that agency staffs, and also upon my budget. By doing so, I can avoid bringing in a lease provider and eliminate that additional contract negotiation.

Respectfully,

Deborah Seyller

Deborah Seyller
Circuit Court Clerk

Cc: Peter Tillman

Attachment

EXHIBIT D – Cooperative Purchasing Agreement

1.0 COOPERATIVE PURCHASING: This contract shall be for the use of the KANE COUNTY CIRCUIT CLERK'S office. In addition, other governmental agencies may utilize the solicitation rationale in selecting the Contractor, and the resulting contract at their discretion. The pricing available to these additional governmental agencies is referenced below. Any orders placed to the successful Contractor will be placed by the specific agencies and payment for purchases made under this agreement will be the sole responsibility of each participating agency. The CLERKS OFFICE shall not be responsible for any disputes arising out of transactions made by other agencies.

Pricing Option #1:
Agencies requesting a similar solution as deployed by Kane County may purchase the following bundled solution at a price of $1,500 per mobile computer plus applicable Annual Maintenance and Project Management costs, and the Enterprise Configuration fee referenced below:

Bundled solution:

- Virtual Partner Engine
- QuickVoice software
- QuickCommand software
- QuickTicket software
- QuickForm software (2 forms)
- Electronic Signature Capture software (SmartSignature)
- ReportBeam Engine software
- ReportBeam Workflow, Reporting, Geospatial and eCommerce software
- SmartExport (quantity 3)

Enterprise Configuration / Set-up:

Number of Mobile Computers	Configuration / Set-up Fee
Less than 25 mobiles	$25,000
25-49 mobiles	$50,000
50-149 mobiles	$75,000
150-299 mobiles	$100,000
300+ mobiles	$125,000

Pricing Option #2:
Agencies can also purchase any of the APS software products individually at a 5% discount from the current APS list price and the standard APS payment terms.

Pricing Option #3:
Agencies can also purchase any of the APS hardware as shown:

Product Description	Price
Magnetic Strip & bar-code Reader	$549
Epson TM-U590 Printer	$599
Zebra RW420, cable, 12 volt power supply	$799
Pentax PocketJet Printer	$399

Office of the Circuit Court Clerk
16th Judicial Circuit
Kane County

DEBORAH SEYLLER
Circuit Court Clerk
Fax (630) 208-2172

P.O. Box 112
Geneva, IL 60134-0112
Telephone (630) 232-3413

August 24, 2007

Jack Siney, COO
Advanced Public Safety, Inc.
500 Fairway Dr Ste 204
Deerfield Beach FL 33441

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Respectfully,

Deborah Seyller

Deborah Seyller
Circuit Court Clerk

Cc: Peter Tillman

Attachment

County. This Agreement does not grant a license to any users outside of Kane County even if the department/agency otherwise would qualify under this paragraph.

1.3 APPLICATION ERROR The term "application error" means an error in an application program that causes it to fail and terminate abnormally.

1.4 APPLICATION PROGRAM The term "Application Program" means the software programs developed and exclusively owned by APS.

1.5 CUSTOMER The term "Customer" shall refer to the Kane County Circuit Clerk and any Agency utilizing licensing under this contract.

1.6 CUSTOMIZED CHANGES The term "customized changes" are program or system changes from the core APS applications that are specific to the needs of CUSTOMER.

1.7 DATABASE ERROR The term "database error" means an error or corruption in a database that causes an application program to fail or to present inaccurate or corrupted data to the user. These errors can be caused by hardware failure, operating system failure or incorrect configuration of database hardware or software and are not caused by an error in the Software.

1.8 ENTERPRISE LICENSE The term ENTERPRISE LICENSE means the usage of software on any number of desktop, laptop, tablets, mobile, or other types of personal computers or servers belonging to Customer or Agency.

1.9 CUSTOMER DATABASES The term "CUSTOMER Databases" means the data prepared and managed by Customer and/or Agencies that are stored in electronic format and which are accessible by Customer's computer system.

1.10 CUSTOMER EQUIPMENT The term "CUSTOMER Equipment" means the equipment owned (or leased), operated and maintained by the CUSTOMER. By way of illustration, but not limitation, CUSTOMER Equipment includes: access to mainframe, minicomputer, and LAN server platforms where CUSTOMER Databases reside, and the communications equipment required to link the CUSTOMER Databases to any Agency or satellite location(s).

1.11 CUSTOMER SOFTWARE The term "CUSTOMER Software" means application software, database management software, and operating system software that runs on CUSTOMER Equipment and CUSTOMER Databases and/or other software all of which are owned (or licensed from third parties), and maintained by CUSTOMER (or CUSTOMER'S third party vendors), not APS.

1.12 DOCUMENTATION The term "Documentation" means User manuals, CUSTOMER training literature, other written materials that APS normally provides,

or will provide with the services set forth herein and verbal representations made at sales demonstrations by authorized APS personnel.

1.13 SOFTWARE The term "Software" means all of the application programs, source codes, database definitions and documentation necessary for the system to operate. Such a system includes, but is not limited to, processing electronic citations, reporting, etc.

1.14 SOFTWARE ERROR The term SOFTWARE ERROR shall mean a failure of the software that causes it not to perform substantially in accordance to its APS specifications.

1.15 SOFTWARE MAINTENANCE The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.

1.16 SOFTWARE SUPPORT The term "software support" means the ongoing process of providing services to the users of a software system that allows them to make proper and efficient use of the system. These services include user training and answering user questions.

1.17 CORPORATE AFFILIATE For Customer, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby.

1.18 CONFIDENTIAL INFORMATION Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a "corporate affiliate" of the disclosing Party or by a third party.

1.19 NEED TO KNOW A need to know means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

ARTICLE 2 – End User License Agreement

2.1 END USER LICENSE AGREEMENT ("EULA")
a. THIS IS AN AGREEMENT BETWEEN THE KANE COUNTY CLERK OF THE CIRCUIT COURT (CUSTOMER), THE LICENSE HOLDER (LICENSEE AND ITS RELATED AGENCIES), AND ADVANCED PUBLIC SAFETY, INC. ("APS") and applies to the APS proprietary computer software product(s) provided to Licensee by APS. This EULA will also apply to any Software error corrections, updates and upgrades subsequently furnished by APS.

b. As used herein, the term Software does not include software products of third party manufacturers, nor shall this EULA apply to any such software products, which are furnished to end users pursuant to license by the third-party manufacturer.

c. This Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

d. All APS Modifications to the Licensed Software shall in all cases be updates, new versions, or new releases of existing products, and not new products.

2.2 License Grant.

a. Subject to the terms and conditions of this EULA, APS grants Licensee a non-exclusive, non-transferable, perpetual, enterprise license (License) right to use a copy of the Software for each license purchased in machine-readable form on any computer hardware and operating system for which it was intended, but solely for Customer's business needs in connection with Customer's use of APS products. Customer and Related Agencies are not restricted to the number of software installations on desktop, laptop, and mobile computers under this enterprise license. Customer may authorize the personnel associated with Customer's business to use the Software.

b. Customer may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on Customer's other computers over an internal network.

c. Any Agency utilizing APS software under this agreement shall execute Exhibit C and submit same to Customer. The Kane County Circuit Clerk may modify Exhibit C to make minor changes. Customer shall provide APS with current copies of all Intergovernmental Agreements upon request. Any Agency utilizing the EULA acknowledges that all software licensing responsibilities and restrictions of Customer assign to Agency.

2.3 Licensed Applications APS Grants an enterprise license for standard software defined in Exhibit A.

2.4 Other Rights and Limitations

a. Customer may not copy, modify, make derivative works of, rent, lease, sell, distribute or transfer the Software, in whole or in part, except as otherwise expressly authorized under this EULA, and Licensee agrees to use all commercially reasonable efforts to prevent its unauthorized use and disclosure. Customer shall be allowed to make one or more copies of this software for the purpose of routine system backup and archival.

b. The Software contains valuable trade secrets proprietary to APS and its suppliers. To the extent permitted by relevant law, Licensee shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Software, or attempt to do so, provided, however, that to the extent any applicable mandatory laws give Licensee the right to perform any of the aforementioned activities without APS' consent in order to gain certain information about the Software for purposes specified in the respective statutes (*e.g.*, interoperability), Licensee hereby agree that, before exercising any such rights, Licensee shall first request such information from APS in writing detailing the purpose for which Licensee need the information. Only if and after APS, at its sole discretion, partly or completely denies Customer's request, may Licensee exercise such statutory rights.

c. The Software is licensed as a single product. Customer may not separate its component parts for use on more than one computer per license purchased except as specifically authorized in this EULA.

d. Except as set forth herein, Customer may not sublicense, distribute or dispose the licensed portion of the Software, or any modified forms thereof, in any manner whatsoever. Customer may not rent, lease or lend the Software unless Licensee is a reseller of APS products under separate written agreement with APS and authorized by APS to do so.

e. APS has granted the Software license to Licensee contemplating Customer's internal business use or that of the Agencies operating within the County. Customer may not assign or otherwise transfer to any third party, Customer's rights under this EULA or the Software (or any copy), in whole or in part. Nothing herein shall be construed to grant any rights or license to use any software in any manner or for any purpose not expressly permitted by this agreement.

f. Customer may not use the Software for performance, benchmark or comparison testing or analysis, or disclose to any third party or release any results thereof (all of which information shall be considered APS confidential information) without APS' prior written consent.

g. Customer may not directly or indirectly export or re-export, or knowingly permit the export or re-export of the Software (or portions thereof) to any country, or to any person or entity subject to United States or foreign export restrictions in contravention of such laws and without first obtaining appropriate license.

h. Each of Licensee's Agencies agrees to cooperate with APS to track the number of server computers, computers and other devices with access to the Software at their site(s).

2.5 ESCROW. Within sixty (60) days of a written Customer requests APS will identify an escrow agent who will keep a copy of the program source code for the Software. This escrow agent will be instructed to provide CUSTOMER access to this source code upon the occurrence of any event that renders APS commercially unable to install or maintain software or in the event that APS ceases to be a corporate entity while CUSTOMER is a licensee of the Software. CUSTOMER will have the right to use this source code only for the purpose of maintaining the Software installed at its site.

2.6 Copyright. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by APS and its suppliers. Customer shall not remove, cover or alter any of APS' patent, copyright or trademark notices placed upon, embedded in or displayed by the Software or on its packaging and related materials. Customer may, however, either (1) make one copy of the Software solely for backup or archival purposes, or (2) install the Software on a single computer provided Licensee keeps the original solely for backup or archival purposes.

2.7 U.S. Government Restricted Rights and Restricted End User Rights. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the United States Government or End User is subject to restrictions as set forth in this EULA, and as provided in Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), Federal Acquisition Regulation (FAR) 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.

2.8 Revocation. Customer will protect against the disclosure of the Software in accordance with Article 8 (Confidentiality) below. The license granted under this Article 2 will be immediately revoked in the event the Customer or any Agency breaches any of these provisions in this agreement; the revoke of license shall apply only to the Customer or Agency effecting the breach and shall in no way affect the license of the remaining Customer or Agencies. The license granted under this Article 2 will be immediately revoked in the event this agreement is terminated.

ARTICLE 3 – Intellectual Property Ownership

In no event shall title to any software, equipment, or asset pass from APS to Customer, nor shall title to any Customer Equipment or Customer Software or asset pass from Customer to APS.

As between APS and Customer, Customer agrees that APS and its suppliers, as applicable, own all rights, title and interest to all intellectual property and other proprietary rights to the technology, software, designs, engineering details, schematics and similar data relating to or incorporated in the Items and any accompanying documentation or information derived from the foregoing. Customer shall take reasonable precautions to prevent unauthorized access and use of the software Items and accompanying documentation by third parties. To the extent permitted by applicable law, Customer shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the software Items, or attempt to do so. Customer is prohibited from, and shall prevent any third party from, removing, covering or altering any of APS' or its suppliers patent, copyright or trademark notices placed upon, embedded in or displayed by the Items or their packaging and related materials. APS and its suppliers, as applicable, reserve all rights not specifically granted to Customer hereunder.

ARTICLE 4 - APS Software Support and Maintenance Services

4.1 APS shall provide Customer the Software Support and Maintenance Services as described below for the fees set forth herein Exhibit A. Software maintenance will include all State mandated law changes and any new reporting requirements that specifically impact Kane County and are requested by the Customer. APS warrants that it will offer Maintenance for the Software for a minimum of five (5) years from the date of Software Acceptance or installation date of any Software Update. If Customer fails to remit Software Maintenance Fees, APS will have no duty to provide the Updates and Support services under the Agreement. However, in no way will the perpetual license rights of Customer to the Software licensed herein be linked to or provisional to Customer's subscription to Software Maintenance Services. The Maintenance term shall extend annually at the agreed upon pricing.

4.2 Eligibility for Support: To be eligible to receive the technical support and maintenance services for APS software Items as described in Sections 6.2 through 6.3 below ("Annual Maintenance Services"), the license must be valid and currently in effect, and Customer must have paid all charges and fees due and payable under the contract and associated purchase order(s), including, without limitation, the Annual Maintenance Services fee (at the rates then currently in effect) for the applicable support Service Term. Should the Customer (Kane County Circuit Court Clerk) elect not to purchase a Maintenance Service Plan, the Agencies may individually or collectively purchase said Plan to cover their respective licenses. "Service Term" means each twelve (12)-month period during which APS agrees to furnish the Annual Maintenance Services.

4.3 APS shall provide maintenance and support that includes:

a. **Annual Support Services:** Software support includes all initial training of Customer and agency Personnel. Software support also includes telephone support for any "how to" questions that any designated member of the Customer's and agency staff may have. The APS annual support plan allows agencies to switch from one mobile vendor to another at any time with no additional costs.

b. Annual Maintenance Services:
1. During Customer's applicable Service Term, APS will use reasonable efforts to correct verifiable and reproducible software errors in the covered APS software Items when reported in accordance with APS' standard reporting procedures, which may be modified from time to time at APS' discretion. Maintenance also includes the correction of any APS Software discrepancies that result in application errors. It includes the diagnosis and correction of errors that may occur in the database due to hardware or network problems. If an error exists, Customer (or end-user) must provide APS with information sufficient for APS to duplicate the circumstances under which the error in the APS software Item became apparent. If Customer identifies a software error that APS cannot duplicate, APS will make every reasonable effort to determine the cause. APS will provide such technical support to Customer (or end user) 24 hours a day, 7 days a week.

2. The APS ReportBeam solution is ODBC compliant and utilizes an MS-SQL database structure. Customer will be provided agreed to access to support future development.

c. New Releases:

1. APS may from time to time issue fixes or revisions of the APS software Items for release to its customers generally ("New Releases"). Most releases of APS software modules are based on agency requests or new state specifications. If there are more general upgrades, these are released quarterly. APS uses a pull installation for update on each mobile computer. As part of the Annual Maintenance Services during the Service Term APS will provide Buyer with one (1) copy per purchased license of each such New Release at no additional charge, subject to APS' established procedures for delivery to its customers. APS shall provide reasonable assistance to help Customer install and operate each New Release; provided however, that if such assistance is to be furnished at Customer's facility, Customer shall pay supplemental charges set forth in APS' then current rate schedule for such assistance. Agencies shall pay supplemental charges when independently arranging said services.

2. All APS Modifications to the Licensed Software shall in all cases be updates, new versions, or new releases of existing products, and not new products. APS Modifications shall belong to APS and shall be Licensed Software. Software updates,

upgrades, new versions, or additional functionality shall not be considered a new product. Any product offered by APS that contains essentially the same functionality as the Software, regardless of additional functionality, the product name or marketing, shall be considered the Software and Clerk's and/or Agency's license rights shall extend to that product.

d. Third Party Software: Maintenance does not include the cost of any upgrades to third party software. Customer is not required to upgrade third party software such as operating systems or database software unless failing to perform such an upgrade results in application errors in the APS Software.

e. Documentation: As part of maintenance, APS will also provide system and upgrade release notes documentation in an electronic format for the APS software as such documentation becomes available and release notes as the releases occur.

f. Operating Systems/Platforms As part of maintenance APS intends to certify the APS software compatibility with additional operating systems as APS determines these operating systems are acceptable platforms for the use of the APS Software.

ARTICLE 5 – Obligation to Continue Performance

Because of the critical importance of the services to be performed by APS to the operations of Customer and the substantial expertise (not otherwise possessed by Customer) which APS has represented it will utilize in the performance of such services and Customer's reliance on such expertise, APS assumes an independent obligation to continue performance of its obligations in all respects regardless of any dispute which may arise between Customer and APS in connection with any claims by APS that Customer has materially breached its obligations hereunder. Such independent obligation shall continue for ninety (90) days from the date upon which Customer receives written notice of such alleged breach from APS.

ARTICLE 6 - Confidentiality and Nondisclosure

6.1 APS and Customer intend to disclose to each other information, which may include confidential information in connection with this Agreement. For Customer, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby.

6.2 16th Judicial Circuit Local Rules prohibit the aggregate or complied collection of court data by unauthorized entities. Access by APS to Customer's database may be necessary for maintenance or support, including but not limited to citizens' personal identification information, citation history, or other data collected by the Clerk and/or an Agency in the course of their business. APS shall not use, compile, extract statistics, or disclose the data in any format to third parties.

6.3 APS retains title and full intellectual property ownership of all tender documents and materials, including without limitation, calculations, drawings, models, plans, sets of tools, etc. All such documents and materials are considered confidential and Customer shall not copy such documentation or materials or disclose them to third parties without APS' prior written consent.

6.4 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the corporate affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "Disclosing Party " and "Receiving Party" shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective corporate affiliates and may be directly enforced by such affiliates.

6.5 The receiving Party acknowledges value to the disclosing Party of all Confidential Information. With respect to Confidential information, the recipient shall:

a. use the Confidential Information only as required for this Agreement

b. restrict disclosure of the Confidential Information solely to those employees of such Party and its affiliates with a need to know and not dispose it to any other person or entity without the prior written consent of the disposing Party;

c. advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information; and

d. make only the number of copies of the Confidential information necessary to disseminate the Information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies.

For the purposes of this Article 6 only, "employees" includes third parties retained for temporary administrative, clerical or programming support.

6.6 The obligations of Article 6 above shall not apply to any Confidential Information which the recipient can demonstrate:

a. is approved for release by written authorization of the disposing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;

b. is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or

c. is disclosed in response to a valid order of a court and other governmental body of the United States at: any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify divulging Party of the order and permit the disclosing Party to seek an appropriate protective order.

6.7 Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. The recipient shall, within twenty (20) days of a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disposing Party or, if so directed by the disclosing Party, destroy all such Confidential information.

6.8 Both Parties agree that an impending or existing violation of any provision of Article 6 would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

6.9 All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.

ARTICLE 7 - Warranty

7.1 Warranty.
APS expressly warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, APS warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Customer may return any nonconforming or defective items to APS or require correction or replacement of the item at the time the defect is discovered, all at APS' risk and expense. Acceptance shall not relieve APS of its responsibility. APS agrees that these warranties shall run to the Customer and to the Agency and each of their successors, and that these warranties shall survive acceptance of the goods or performance of the services.

7.2 APS warrants that the Software for the term of this agreement when used under normal operating conditions, will function in material conformance with the Documentation. Customer's initial remedy for any failure of the Software to so function shall be to contact APS and to have it remedy the failure to function. If APS

cannot so remedy that failure within a reasonable time, Customer shall be permitted to secure its own reasonable remedy for that failure.

7.3 The warranties provided in this Agreement do not cover malfunctions or failure caused by:

a. Customer's modification or relocation of the Customer's equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.

b. Customer's or any third party's abuse, misuse or negligence, accident, or misapplication;

c. alteration or modification of the Software without APS' authorization;

d. Customer's improper, inadequate or unauthorized installation, maintenance or storage;

e. Power failure or surges, lightning, fire, flood, accident, and other events outside APS' reasonable control;

f. Customer's failure to fulfill its contractual obligations set forth in this Agreement; and

g. Hardware, network or operating system failure.

7.4 Third Party Manufactured Equipment and Software Items Warranty APS will extend to Customer the manufacturer's warranty, if any, for all third-party manufactured equipment and software items delivered by APS to Customer under the contract. Customer acknowledges and agrees that APS shall not be responsible for separately warranting or supporting third-party manufactured equipment or software items.

7.5 APS MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING APS SOFTWARE OR ANY WORK TO BE PERFORMED BY APS HEREUNDER TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW.

ARTICLE 8 – Indemnification

APS shall save, hold harmless, defend, and indemnify Customer or Agency, its employees, agents, and their respective County or Municipality against all claims by third parties (including legal fees and expenses) to the extent-that such claims arise out of APS' negligent acts, noncompliance with any laws or regulations, or omissions under this Agreement or failure to perform its obligations hereunder. APS shall

promptly notify Customer of any claim. APS shall cooperate fully with Customer in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.

ARTICLE 9- Termination

9.1 If either Party (hereinafter 'Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 11.1 herein. Once this notice is served, payments will not be forthcoming until the issue has been cured. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 9.2 herein below.

9.2 In addition to termination pursuant to Article 5, if either Party (hereinafter Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (30) days of service of the Notice to Cure provided in paragraph 13.1 hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 11.1 - Notices.

9.3 The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.

ARTICLE 10- Terms and Conditions

10.1 The complete project Statement of Work is defined in Exhibit B.

10.2 Every purchase order placed with APS is conditioned on and confirms Customer's acceptance of this agreement, and APS agrees to furnish the Items described in Customer's purchase orders only upon this agreement. Any terms or

conditions to the contrary appearing on orders, or within Customer's terms and conditions of purchase or any other documentation shall be of no effect. No waiver, modification, or addition to this agreement, or any assignment of Customer's rights or obligations hereunder shall be valid or binding on APS unless in writing and signed by an authorized APS representative.

10.3 This agreement, together with the Basic Order Terms (defined in Section 10.4 below) set forth on a purchase order accepted by APS constitute the entire agreement of Customer and APS for purchase and sale of the Item(s) (hereafter sometimes referred to as the "agreement").

10.4 Validity of sales agreement Customer orders are accepted as valid and binding only when confirmed by APS in writing. Orders cannot be canceled for any reason without the prior written consent of APS. In such case, APS may claim compensation under Section 3.2 below.

10.5 Basic Order Terms – Fixed All purchase orders for Items shall include the following information: (i) Items and quantities, (ii) prices, (iii) shipping instructions, and (iv) the APS part number, (collectively, ***"Basic Order Terms"***). APS shall provide Customer with all additional costs including but not limited to transportation and insurance costs for approval, prior to incurring costs on Customer's behalf. All Basic Order Terms are fixed and final upon APS' acceptance of the order. APS' obligation to Customer is limited to this agreement.

10.6 Customization Customization or configuration of APS software Items performed by APS at Customer's request, if any, that cannot be used by any other APS customers will be subject to additional charges, except as otherwise provided on Customer's accepted order or agreed to in writing by APS. APS will retain all copyright and other proprietary rights to the Item and any additional customization or configuration, and shall have the right and authority to use, sell and distribute the Item and utilize the results of the work for any other purpose, in APS' sole discretion.

10.7 Delivery time Delivery times are established when Customer's order is received and accepted in writing by APS. APS will use commercially reasonable efforts to meet Customer's requested delivery dates, unless Customer is in default under the agreement or APS' performance is otherwise excused. APS shall not be liable for late or delayed shipment. Late or delayed shipment shall not be a basis for Customer's cancellation of any order unless delivery is made later than 60-days following software Acceptance.

10.8 Delivery terms Unless otherwise agreed, APS will deliver the Items freight prepaid; provided that Customer will pay or reimburse APS for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges in connection with shipment hereunder. Customer shall make such payments to APS within thirty (30) days after date of APS' invoice. APS has the right to make partial deliveries. Customer will pay only for delivered items if partial shipments are made.

10.9 Hardware Acceptance, Inspection, Notice of Nonconformance Customer's acceptance of ordered Items shall be deemed to occur at delivery to the customer. It is Customer's responsibility to give prompt written notice of identified damage or nonconformance of goods. Upon receipt, Customer shall inspect the condition of the Items. In the event of readily visible physical damage to delivered Items or their packaging Customer shall indicate any damage to the carrier on the delivery note, have the carrier's agent sign the document and, within five (5) days of receipt, send all documents by email or fax to the APS facility from which shipment took place, together with the carrier's references. Customer shall notify APS within five (5) days of delivery of incorrect or nonconforming Items or materials. Concealed physical loss or damage claims must be made by Customer to the carrier by requesting an inspection and filing a claim with the carrier, with written notice, which shall also be given to APS within five (5) days of delivery. If Customer retains the Item without giving notice within the aforesaid designated periods, Customer will be deemed to have waived its right to reject the order. Hardware warranties begin at the point of delivery to customer.

10.10 Rejection If Customer rejects conforming Items under an accepted order, APS shall be entitled to claim reasonable compensation for restocking and other expenses it has actually incurred. The risk of accidental loss/destruction or accidental deterioration of Items sold or distributed hereunder shall pass to the Customer at the time Customer rejects conforming Items.

10.11 Return of Items There is no right of return of conforming Items. Return of nonconforming and rejected Items must be made pursuant to APS' return procedures then in effect. Items must be returned, transport prepaid, to the APS facility (no C.O.D. or Collect Freight accepted) in original boxes and packing material, unless otherwise agreed by APS. The Items travel at the risk and responsibility of Customer. If returned Item is claimed to be defective, a complete description of the nature of the defect must be included with the returned Items. All returns are subject to inspection.

10.12 Pricing, Terms of Payment are detailed in Exhibit A.

10.13 Hardware and Additional Software Payment for hardware will be due immediately upon receipt by the Customer. Payment for additional software other than included within this Agreement, will be negotiated with the Customer. The date of the receipt of payment by APS shall be due 30-days from date of receipt of invoice. No discount will be granted for advance payment. Payment shall be made in United States Dollars (USD$). APS shall be entitled to offset payments against prior debt balances in Customer's account.

10.14 Credit Check Upon the placement of a Purchase Order, APS shall have the continuing right to review Customer's credit and change Customer's payment terms and, without limiting the foregoing, may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to APS), or a guarantee of prompt payment, prior to shipment, if APS deems such to be required in view of APS' assessment of Customer's credit worthiness.

10.15 Interest Interest shall be charged on all overdue sums owing to APS under these terms and conditions at the rate of one percent (1%) per month (or the highest legal limit if lower than said amount), and shall be calculated from the date the sums in question were payable to the date on which payment is made in full.

10.16 Customer grants APS a purchase money security interest in each Item shipped to Customer until payment is made in full to APS for such Items. Upon request from APS, Customer will cooperate with APS in perfecting any such security interest.

10.17 Customer shall be liable for any costs incurred by APS in the event of variation or suspension of any order by Customer.

10.18 Tax Any tax that APS may be required to collect or pay upon the sale or delivery of the Item shall be paid by Customer to APS unless Customer provides direct payment authority or an exemption certificate valid in the state to which the Item will be shipped. Stated Item prices do not include any applicable sales, use, personal property or similar taxes, or transportation or insurance charges, all of which shall be paid by Customer.

10.19 Default APS reserves the right, by written notice of default, to cancel or indefinitely suspend an accepted Item order if: (i) Customer defaults in the performance of its obligations hereunder, or otherwise breaches the contract, or (ii) Customer ceases business operations or enters into any bankruptcy, insolvency, receivership or like proceeding not dismissed within thirty (30) days, or assigns its assets for the benefit of creditors.

ARTICLE 11- Miscellaneous

11.1 Notices Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Either party may change its notice address by written notice to the other. Such notice shall be conveyed by personal delivery, or email or facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses:

To APS:
President
Advanced Public Safety, Inc.
500 Fairway Drive, Suite 204
Deerfield Beach FL 33441

with copy to:
General Counsel
Trimble Navigation Limited
935 Stewart Drive
Sunnyvale CA 94085

To CUSTOMER:
Clerk and/or Executive Assistant
Circuit Clerk's Office
PO Box 112
Geneva, Illinois 60134

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

11.2 Sub-contractors APS will not employ any sub-contractors for this engagement, unless otherwise agreed to in writing by both parties.

11.3 Independent Contractor APS and Customer are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute APS and CUSTOMER as partners or joint venturers, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein.

11.4 CERTIFICATE OF INSURANCE REQUIRED APS will furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the Clerk containing:

a. Provision that coverage cannot be cancelled without thirty-day notice to the Clerk and/or Agency.

b. Compliance with statutory limits of the State of Illinois for worker's Compensation and Employer's Liability.

c. The minimum amounts of general liability insurance shall be as follows, except no restriction on occurrence limits will be permitted:

   General Liability Limit - $2,000,000 combined single limit for Bodily Injury and Property Damage per person for each occurrence.

d. APS will have Automobile Liability insurance on any autos, hired autos, and non-owned autos of $1,000,000.

APS will furnish a copy of the Endorsement showing the Clerk and respective County and Agencies with whom the Clerk negotiates, or Agency and respective Municipality as an additional named insured on the General Liability policy; or provide separate coverage, in the amounts enumerated above, with an Owner's Protective policy.

APS shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

11.5 Governing Law This agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois and applicable United States Federal law.–The United Nations Convention on Contracts for the International Sale of Goods will not apply to this EULA. Jurisdiction and venue for any action or proceeding arising out of or in connection with this agreement or the Software shall lie exclusively in or be transferred to the applicable state or federal court located in Kane County, Illinois. No dispute or legal action arising under this agreement, may be brought by either party more than two (2) years after such cause of action accrued.

11.6 Publicity And Marketing
a. Neither Party may, without the other Party's prior written consent, publish or otherwise use advertising, sales promotion materials, press releases, other marketing venues, or publicity materials naming the Software except as otherwise

set forth herein, or other matters under this Agreement where the names, marks or services of the other Party are mentioned or used.

b. Customer shall allow, at its discretion, APS to use Customer's name in promoting APS to potential users and other customers and will allow APS to utilize Customer for demonstration of the Software to potential users and other customers with Customer's written knowledge and consent. Notice of this paragraph shall follow the provisions of Paragraph 11.1 herein.

c. Costs incurred will be covered by the benefiting party.

11.7 Order of Precedence In the event of a conflict between the terms of this Agreement and those contained in an attachment to this Agreement, the terms set forth in the body of the Agreement and Statement of Work shall take precedence.

11.8 Severability If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

11.9 Non-Waiver Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.

11.10 Exclusive Remedies The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies, both in contract and in tort, for each other's breach of this Agreement.

11.11 Compliance with Laws Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Illinois, and any other State, Federal or Local agency or unit of government that may legally control or direct the actions of either party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.

11.12 Regulatory Compliance Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design,

construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

11.13 Royalties And Patents Seller shall pay all royalties and license fees for APS software sold to CUSTOMER. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the Clerk and respective County or Agency and respective Municipality harmless from loss on account thereof

11.14 Binding Effect This Agreement shall be binding on each Party's successors and assigns, upon signature.

10.15 Approvals This Agreement shall not be binding upon APS until it is approved and signed by the APS official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.

11.16 Survival The provisions of paragraphs 2.1 and 2.2 and Articles 6 and 8 shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.

11.17 No Solicit During the execution of the Agreement and for two (2) years after the completion of the Agreement, APS and Customer agree not to solicit or hire the other's employees without previous written agreement.

ARTICLE 12 - Entire Agreement

12.1 This Agreement together with the attached Exhibits, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

ADVANCED PUBLIC SAFETY (APS)

By: _____
(Authorized Signature)

Jack Siney, COO

Date: 2/12/08

KANE COUNTY CIRCUIT CLERK (Customer)

By: Deborah Seyller
(Authorized Signature)

Deborah Seyller, Circuit Court Clerk

Date: Feb 12, 2008

This **Agreement** is effective upon the last date as shown on this signature page.

EXHIBIT A – Licensed Enterprise Software, Services, License Fee and Maintenance Fees

APS Grants an enterprise license for the applications below. The Server software (Server) is limited to one (1) installation. The desktop and laptop software (both hereafter MDT) is licensed to be installed on multiple devices.

1.0 CUSTOMER has an Enterprise License for the following APS products:

- Virtual Partner Engine (for 5 mobile data clients: ALERTS, HTE, IWIN, Motorola PMDC, New World) 5 days each
- QuickVoice software · 5 days each
- QuickCommand software 10 d each
- QuickTicket:
  - IL UTC, DUI ← TBD
  - Warning
  - Local Ordinance
  - Demographics for Bias-Free Policing ← TSC CARD
- QuickForm: Overweight Citation - TBD
- QuickForm: Tow Slip → TBD
- QuickForm: Parking Citation → TBD
- QuickCrash Software → TBD
- SmartRoads Software N/A
- SmartExport
  - Citation data to Kane County Court System
  - Traffic Stop Data to IDOT
  - Crash data to IDOT
  - One standardized JXML file for each of the five forms: QuickTicket, Overweight Citation, Tow Slip, Parking, and QuickCrash
- ReportBeam Engine software ?
- ReportBeam Server On-site software (one installation) ? HOW DO WE DO
- ReportBeam Field Based Reporting System
  - Electronic Forms
  - Workflow
  - Reporting
  - Geospatial
  - E-Commerce KANES RB SERVER WILL REFER FROM QUERY TO VS ECOM SVR.
  - Automated Numbering (SmartNumber) FZ FORMS
- IDOT Submitter software (Bias Free Policing) for Citations ON RB SERVER
- Electronic Signature Capture software (SmartSignature)

1.1 Professional Services
Professional Services included in the enterprise suite will consist of:

a. Forms Importer for Customer developed forms <-- SDK- FORMS IMPORT
b. Auto-populate State Motorist Crash Report --> EXPORT

1.2 License Fee for the Enterprise License and Professional Services is $673,125.

1.2.1 Additional forms – APS will provide additional forms at rate of $5,000 per page. Customized data validation/logic will be billed.

2.0 License Fee Payment Schedule
Payment schedule terms are as follows:

a. The initial contract payments will paid in seven (7) equal payments of $86,544.64. First payment will be invoiced upon contract execution with the following six payments invoiced monthly thereafter.

b. The final payment of $67,312.52 will be due upon project acceptance as defined below.

c. Payments are due within 30 days from the date of receipt of the invoice. Invoices shall be sent by email with automatic delivery receipt requested.

3.0 Maintenance Fee Schedule
The first Annual Maintenance Support amount of $94,238 will be due six (6) months after the initial deployment is completed. Maintenance will be billed annually thereafter. Invoices shall be sent by email with automatic delivery receipt requested. In selecting an enterprise license over seat licensing, the Customer hereby waives the aggregate volume maintenance discounts as found in the Attachment 2, RFP.

Year 1	$94,238
Year 2	$94,238
Year 3	$94,238
Year 4	$94,238
Year 5	$94,238

NOTES: [1] *SmartExport does not include the import to individual Court or Agency RMS. Court and Agency are responsible for import.*

4.0 Acceptance

Software acceptance will be governed by the Acceptance Test Plan set forth in Exhibit B. Upon notification by APS that all or a portion of any software module is

complete, the Customer has 10 calendar days to test said functionality and advise APS if the software is not compliant. Notification shall include, at a minimum, the section of the Acceptance Test Plan that failed testing, with specificity as to the testing performed and exact details on what failed. If no notification is provided to APS within 10 calendar days, the full or partial portion of the software module(s) advised by APS as complete will be deemed accepted. Notification must be through email, fax or written correspondence.

EXHIBIT B – Statement of Work

See separate document.

EXHIBIT C – Intergovernmental Agreement

This Intergovernmental Agreement (Agreement) is between KANE COUNTY CIRCUIT CLERK (Clerk), an Illinois unit of local government, having its principal offices at 540 South Randall Rd, St Charles, Illinois 60174 and _____ _____ (Agency), an Illinois unit of local government, having its principal offices at _____.

The purpose of the software License is to allow both the Clerk and the Agency to eliminate redundant data entry, thereby, reducing costs and improving the accuracy and quality of data. Electronic ticketing will allow faster completion of citations, provide a legible copy of the citation for the offender, will eliminate data entry errors, and return an officer to service faster than a hand written citation.

As a result of additional software products included in the enterprise license, further benefits will be realized from a cooperative effort between the Clerk and Agency, including but not limited to increased efficiency, increased officer safety, improved legibility, improved tracking, and reduced overhead.

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. further authorizes intergovernmental cooperation,

The Agency and Clerk hereby agree to the following terms and conditions.

1. Agency agrees to begin utilizing electronic citations and other electronic forms to be provided for court filings; and to complete installation of printers in order to be compliant with providing all court filings with accompanying electronic data by January 1, 2011. This Agreement provides additional electronic forms not filed with the Clerk that may be utilized by the Agency for their own benefit.

2. The Clerk agrees to provide electronic data for import into Agency RMS to reduce redundant data entry.

3. The Agency agrees to comply with the Clerk and APS Licensing Agreement.

4. Upon execution of this Intergovernmental Agreement, Clerk includes Agency under the licensing agreement with APS and makes available software licensed under the APS Agreement.

5. Agency acknowledges receipt of a copy of:
   a. APS Agreement
   b. Exhibit A – Licensed Enterprise Software, Services, License Fee and Maintenance Fees
   c. Exhibit B – Statement of Work
   d. Exhibit C – Intergovernmental Agreement
   e. Exhibit D – Cooperative Purchasing Agreement

6. Agency acknowledges that agreeing to utilize electronic forms to complete citations also gives them the benefit of installing QuickVoice ™ (voice response) software in all law enforcement vehicles to increase officer safety whether or not that officer is involved in traffic patrol.

7. Agency acknowledges that in order to utilize QuickCommand ™ (voice input) software the required microphone array must be purchased through APS per APS Agreement.

On behalf of Agency:	On behalf of Clerk:
_____	
Print Agency Name	
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Dated this ____ day of _____, 2008	Dated this ____ day of _____, 2008

EXHIBIT D – Cooperative Purchasing Agreement

1.0 COOPERATIVE PURCHASING: This contract shall be for the use of the KANE COUNTY CIRCUIT CLERK'S office. In addition, other governmental agencies may utilize the solicitation rationale in selecting the Contractor, and the resulting contract at their discretion. The pricing available to these additional governmental agencies is referenced below. Any orders placed to the successful Contractor will be placed by the specific agencies and payment for purchases made under this agreement will be the sole responsibility of each participating agency. The CLERKS OFFICE shall not be responsible for any disputes arising out of transactions made by other agencies.

Pricing Option #1:
Agencies requesting a similar solution as deployed by Kane County may purchase the following bundled solution at a price of $1,500 per mobile computer plus applicable Annual Maintenance and Project Management costs, and the Enterprise Configuration fee referenced below:

Bundled solution:

- Virtual Partner Engine
- QuickVoice software
- QuickCommand software
- QuickTicket software
- QuickForm software (2 forms)
- Electronic Signature Capture software (SmartSignature)
- ReportBeam Engine software
- ReportBeam Workflow, Reporting, Geospatial and eCommerce software
- SmartExport (quantity 3)

Enterprise Configuration / Set-up:

Number of Mobile Computers	Configuration / Set-up Fee
Less than 25 mobiles	$25,000
25-49 mobiles	$50,000
50-149 mobiles	$75,000
150-299 mobiles	$100,000
300+ mobiles	$125,000

Pricing Option #2:
Agencies can also purchase any of the APS software products individually at a 5% discount from the current APS list price and the standard APS payment terms.

Pricing Option #3:
Agencies can also purchase any of the APS hardware as shown:

Product Description	Price
Magnetic Strip & bar-code Reader	$549
Epson TM-U590 Printer	$599
Zebra RW420, cable, 12 volt power supply	$799
Pentax PocketJet Printer	$399

CLERK OF THE CIRCUIT COURT, KANE COUNTY

REQUEST FOR PROPOSAL (RFP) ATTACHMENT 3

PRICING TEMPLATE

FOR

ELECTRONIC CITATION SYSTEM

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Pricing transparency is a key Clerk objective for this proposal. Please show your Firm Price, for each deliverable milestone. Payment will be tied to the successful delivery and acceptance of each of these milestones from the project plan. Please allocate and include expenses and project management costs to **each deliverable** rather than itemizing them separately. Late fee/incentive may be invoked or not per Clerk or Agency outside of initial contract with Clerk, Kane County.

Holdback Amount and Acceptance

Clerk will require a fifteen (15%) holdback amount from each major deliverable for this project. This holdback amount will be paid as a lump-sum amount upon Final Acceptance of the milestone by Clerk. Final Acceptance criteria and measurements will be agreed upon by the successful bidder and Clerk prior to issuance of a purchase order.

Please include in your proposal a statement agreeing to this holdback requirement and provide proposed criteria under which Final Acceptance can be measured.

Bidder will be obligated to satisfy all deliverables/milestones in the agreement. There will be a late fee/incentive of one percent (1%) of the payment due on each milestone for each full week that consultant is late/early, as applicable, in completing each milestone. In addition, there will be a late fee/incentive of two percent (2%) for each full week that consultant is late/early, as applicable, in completing the entire project. If consultant completes the entire project on time, all penalties assessed for late performance of any milestone will be refunded to the successful Bidder. Agency delays will not negatively affect vendor's milestones; however, vendor is required to inform Clerk, if signee, of such delays.

For software products show all list prices; apply applicable discounts for net pricing. Show actual maintenance fees and note the percentage of net license fees used to calculate maintenance fees. Maintenance includes technical support and upgrade rights. Maintenance is optional for any product and not selecting or renewing maintenance for one or several products will not affect license rights of any products or the maintenance pricing of the remaining products. All referenced milestones are from the detailed project plan provided by the bidder.

Please reuse the tables of this document to show alternative scenarios or additional approaches and modules that may reflect different pricing and / or performance.

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LICENSE FEE BY PRODUCT

In order to simplify the overall pricing matrix and to demonstrate our strong desire to work with Kane County, APS is proposing our lowest unit price for each product to Kane County for any quantity the county determines (below "Proposed Price"). In addition, APS is providing the County the option of a county-wide site license ($600,000) for each of the proposed APS applications that will enable every agency in Kane County to receive all of the solutions requested in the RFP (below "County Site License). The following chart provides an overview of the proposed APS pricing:

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Product	List Price	Milestone Paid	Proposed Price	County Site License
Virtual Partner Engine	$5,000	1	$5,000	$25,000
QuickTicket	$349	2	$225	$112,500
QuickForm	$349	2	$225	$112,500
ReportBeam Engine	$7,500	3	$5,000	$85,000
ReportBeam WorkFlow & Reporting	$350	3	$225	$112,500
IDOT Submitter	$5,000	4	$5,000	$85,000
SmartExport	$7,500	5	$7,500	$22,500
Professional Services -- Forms Importer	$175	6	$175	$7,000
Professional Services -- Auto-populate State Crash	$175	6	$175	$7,000
Training	$2,000	7	$1,200	$6,000
Project Management		All	$25,000	$25,000
TOTAL				**$600,000**

Optional Items:	
Audio Response (QuickVoice)	$225/mobile
Audio Input (QuickCommand) -- includes Mic.	$524/mobile
Electronic Crash Form (QuickCrash) w/ Driver's Exchange	$225/mobile
Additional Electronic Forms (QuickForms)	$225/mobile
Electronic Signature (SmartSignature)	$599/bundle
On-site ReportBeam Database	$25,000/agency
Magnetic Strip & Bar-code Reader	$549/device
Handheld Ticketing Application (PocketCitation)	$1,499/device
Epson TM-U590 Printer	$599/printer
Zebra RW-420 Printer	$799/printer *
Pentax PocketJet Printer	$399/printer
Credit Card Processing	TBD

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MAINTENANCE FEE BY YEAR

Below is the maintenance/support costs for the proposed APS products. The maintenance/support fee will be due 6 months after final acceptance. The 6-month period from final acceptance to the maintenance due date is the APS Warranty Period.

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Product	Maintenance (15%)
Virtual Partner Engine	$3,750
QuickTicket	$16,875
QuickForm	$16,875
ReportBeam Engine	$12,750
ReportBeam WorkFlow & Reporting	$16,875
IDOT Submitter	$12,750
SmartExport	$3,375
Professional Services -- Forms Importer	$0
Professional Services -- Auto-populate State Crash	$0
Training	$0
Project Management	$0
TOTAL	**$83,250**
(Due 6-months after final acceptance)	

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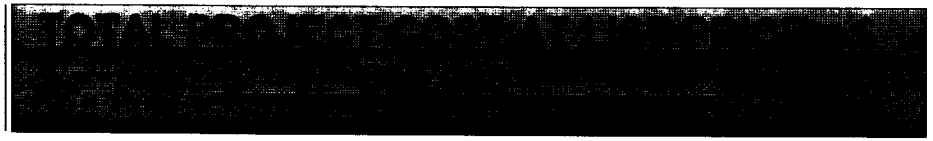
FIXED-FEE IMPLEMENTATION PRICING

The following chart provides the Milestone payments proposed by APS. The payment schedule includes the requested allowance for a 15% holdback (Milestone #8). APS agrees to the 15% holdback requirement (if the County chooses to invoke it). The APS Project Plan provides some general criteria that can be utilized for Final Acceptance – these items will be finalized during the project kick-off phase.

Fixed-Fee Implementation Pricing	
Milestone #1	$22,174
Milestone #2	$199,565
Milestone #3	$175,174
Milestone #4	$75,391
Milestone #5	$19,957
Milestone #6	$12,417
Milestone #7	$5,322
Milestone #8	$90,000
TOTAL	$600,000



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Please reuse the tables of this document to show alternative scenarios or additional approaches and modules that may reflect different pricing and / or performance.

NONE

REQUEST FOR PROPOSALS

PROPOSAL NUMBER: RFP-Electronic Citations-CIC-07-001 DATE: June 25, 2007
This Request for Proposals (RFP) is for establishing a contract for the purpose of licensing electronic citation software and/or related hardware for issuing electronic citations for the Clerk of the Circuit Court (Clerk) for any County in Illinois who is a member of the Illinois Association of Court Clerks and/or any agency in Illinois who files citations with their respective Clerk. This RFP is initially for the Clerk of the Circuit Court, Kane County and any respective agencies. The Kane County Circuit Clerk makes no representation that any purchase outside of Kane County is contemplated.

GENERAL REQUIREMENTS: This is a Request for Proposals (See Section A). Proposals will be opened publicly and evaluated. Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act. Six (6) copies and one electronic copy on CD of the complete proposal are to be submitted. One of the hard copies shall not be permanently bound. See Section B.06 for Criteria for Selection. See Submission Requirements section and Section C.04 for Items to be submitted with the Proposal.

SUBMISSION LOCATION:
Kristy Sharpness, Executive Assistant
Clerk of the Circuit Court, Kane County
540 S Randall Rd
St Charles, Illinois 60174

SUBMISSION DATE & TIME: **10:30 A.M., Wednesday, July 18, 2007**
Proposals received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSONS:
Deborah Seyller
Clerk of the Circuit Court, Kane County
540 S Randall Rd
St Charles, Illinois 60174
(630) 232-3427

The terms of the RFP and/or Bid and the response shall be incorporated by this reference as though fully set forth into the Contract not withstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and/or Bid and the response, the terms of the RFP and/or Bid and the response shall govern. Every element or item of the RFP and/or Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP AND/OR BID AND THE RESPONSE.**

Signed _____

Typed Signature _____

Company _____

Address _____

_____

Phone # _____

Fax # _____

Federal I.D./Social Security # _____

Date _____

PROJECT SPECIFICATIONS

1. Introduction / Mission

You are invited to provide a written proposal to provide a comprehensive, fully integrated, electronic citation system. This Request For Proposal (RFP) states the overall scope of products and services desired, specific software functionality, as well as desired vendor qualifications. **This RFP dictates an approach wherein Clerk only pays for accepted, on-time deliverable milestones**. This includes software license fees as well as consulting and implementation fees.

Clerk will enter into a **results-based contract** with the successful bidder, who will have responsibility for meeting the requirements contained in this document and subsequent contract. In addition, Clerk is most interested in potential suppliers who demonstrate confidence in their ability to perform by agreeing to remedies that might be required in the event of specific nonperformance.

Attachments 1 through 3 are forms that must be completed by the offering suppliers and that create the core of the response to this RFP. These forms include References, Vendor Information, General and Detailed Requirements, and Critical Contract Provisions. Bidders must complete all forms and reply to all Critical Contract Provisions. If bidder is unable to accept any provision or business goal as stated, and incorporate it into the final contract, the bidder must offer alternative language.

All bidders must also supply, as part of the response to this RFP, **a detailed project plan** for software implementation, configuration, interface, training and all other work regarding this project. This plan shall be a material part of the RFP response. This detailed project plan will clearly show tasks, hours, timelines, milestones, and the responsible party for each task. Supplier and Clerk and/or Supplier and Agency will mutually agree upon the schedule. Pricing and payment shall be based on these milestones and acceptance of the deliverables and such pricing milestones shall be identified within the project plan. Credits will be issued to Clerk if milestone dates are not met. Final payment shall be based on entire system acceptance and meeting milestone schedules on an Agency by Agency Basis. A percentage of the total fees applicable to each agency shall be held back until final acceptance. System acceptance includes all requirements and performance levels such as throughput, capacity, and real-time response. **Attachment 3** details the pricing approach and must be completed for pricing transparency.

Bidder's proposal must address the aforementioned concepts in this section.

Clerk reserves the right to negotiate with more than one potential supplier after the RFP Submission Date and to select a supplier at any time after the RFP Submission date without requesting further concessions from, or giving notice to, any other bidder.

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

2. Description of the Government

Clerks of the Circuit Court in Illinois take traffic and local ordinance filings from multiple arresting agencies operating within their counties. Arresting agencies may operate within multiple counties and file within multiple counties based upon the type of citation or complaint.

The Clerk is seeking to acquire a fully integrated electronic citation solution in order to eliminate redundant data entry for the Clerk and the Agencies, to decrease time spent on the citation and to increase the safety of the officer. The Agencies enter all data from issuing a citation into their recordkeeping system and when filed with the Clerk, the Clerk re-enters all data from filed citations into the Clerk's recordkeeping system. Both data entry steps will be eliminated with electronic transfers of data.

The mandate to gather and report profile data from a traffic stop has put a burden on the agencies in additional time spent hand writing out the information, re-entering the data into a recordkeeping system, and reporting it to the state. Electronic gathering of this data at the time of issuing the citation will eliminate additional redundant data entry and reduce even more costs to the taxpayers.

The solution must gather all state and local mandated arrest data elements and provide for or support electronic reporting to state agencies.

There are multiple arresting agencies that file traffic tickets and/or ordinance violations with the Clerk and/or with an Administrative Hearing Officer prior to the Clerk. Agency is defined as including but not limited to police, fire, sheriff, animal control, building and zoning, and health departments. Each agency has local limitations as to the hardware solutions that can be utilized.

The majority of vehicles are cars, SUVs, and trucks, however, other means of transportation are deployed including motorcycle and bicycle. Transportation may not be utilized if a building or area requires movement by foot.

The solution must work on a desktop, mobile data terminal (MDT), local area network (LAN), storage area network (SAN), laptop, or personal digital assistant (PDA). Choice of PDA must be customer driven and may include multiple hardware.

Approximately 111,000 traffic tickets, 2100 DUI tickets, and 7200 Ordinance Violations are filed annually with the Clerk in Kane County.

Each Clerk choosing to participate will sign individual contracts with the supplier. In counties where the Clerk does not seek an electronic citation solution, Agencies will sign the individual contracts. Purchases will be divided between the Clerk and the Agency, i.e. the Clerk may contract for the electronic citation application but leave the option to contract for audio input/voice response to the agency. The Clerk may leave purchase of

the equipment to the Agency or contract for a portion of the cost. Flexible options are expected.

All contracts executed from this RFP will aggregate to the benefit of all for purposes of purchase price and maintenance fees.

3. Scope of Services Required and General Requirements

The core software applications anticipated to meet the requirements of this RFP are:

- Electronic citation drafting
- Non Citation Data Collection
- Data Reporting for all Mandates
- Local Agency Database
- Clerk and Administrative Hearing Officer Database
- Electronic Data Transfer
- Form Development (by User)
- Audio Response (alternate proposal)
- Audio Input (alternate proposal)

The primary criteria for vendor evaluation and consideration are:

- Market Focus (Public Sector Specific)
- Stability (Financial Viability, Business Longevity, National Focus, Stable Ownership)
- Customer Service (References, Retention, Measured Service Rates)
- Ability to meet specified requirements
- Cost transparency
- Total cost advantage to Clerk or Agency
- Completeness of response
- Performance guarantees and remedies
- Acceptance of critical Clerk contract provisions
- Analysis of recurring licensing, maintenance, training, and support services of the proposed solution and aggregate volume discounting

Additionally, the Clerk seeks the following technical foundation:

- Relational Database
- Integration to leverage desktop productivity tools such as Microsoft Office Suite
- Industry standard reporting tools supporting ad hoc and custom report writing
- Widely accepted development environment
- Comprehensive training and documentation for all aspects of the proposed solution

INSTRUCTIONS TO BIDDERS

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than ten (10) per cent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

The amount of the check, draft or bond is _____ ($_____).

****

Attach Bank Draft, Bank Cashier's Check, Certified Check or Bid Bond Here.

****

In the event that one check, draft or bond is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

SURETY: I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

FORM OF PROPOSAL

for
Clerk of the Circuit Court
540 S Randall Rd
St. Charles IL 60174

To: **Kristy Sharpness, Executive Assistant**
Clerk of the Circuit Court, Kane County
540 S Randall Rd
St Charles, Illinois 60174

From: Organization: _____

Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone Number: _____

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the products and services as outlined herein for Clerk at the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Proposals.

ACCEPTANCE: This Proposal is valid for _____ calendar days from the date of submittal. (Note: At least one year should be allowed for evaluation and approval.)

In submitting this proposal, it is understood that the Clerk reserves the right to reject any or all Proposals, to accept an alternate Proposal, and to waive any informalities, errors or inconsistencies in any Proposal. Clerk also reserves the right to negotiate with more than one potential supplier after the RFP Submission Date and to select a supplier at any time after the RFP Submission date without requesting further concessions from, or giving notice to, any other bidder.

By signing this proposal, the offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

AUTHORIZED NEGOTIATORS:

Name: _____ Phone #: _____

Name: _____ Phone #: _____

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

Addendum No. _____ , Dated _____ 2007

Addendum No. _____ , Dated _____ 2007

Include with this form of Proposal all "Items to be Submitted" as specified in section C.04 of the General Information.

The awarding of any contract resulting from this Proposal will be based upon the funding available to Clerk or Agency.

CERTIFICATE OF INSURANCE REQUIRED

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the Clerk containing:

a. Provision that coverage cannot be cancelled without thirty-day notice to the Clerk and/or Agency.

b. Compliance with statutory limits of the State of Illinois for worker's Compensation and Employer's Liability.

c. The minimum amounts of general liability insurance shall be as follows, except no restriction on occurrence limits will be permitted:

   General Liability Limit - $2,000,000 combined single limit for Bodily Injury and Property Damage per person for each occurrence.

d. Contractor to have Automobile Liability insurance on any autos, hired autos, and non-owned autos of $1,000,000.

Contractor to furnish a copy of the Endorsement showing the Clerk and respective County and Agencies with whom the Clerk negotiates, or Agency and respective Municipality as an additional named insured on the General Liability policy; or provide separate coverage, in the amounts enumerated above, with an Owner's Protective policy.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

GENERAL INFORMATION

A. REQUEST FOR PROPOSALS

A.01 Definition:
Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Award will be based on the criteria set forth herein.

A.02 Receipt and Handling of Proposals:
Proposals shall be opened publicly by the Purchasing Agent/Evaluation Panel.

A.03 Addenda:

A.03.1 Addenda are written instruments issued by the Clerk prior to the date for receipt of proposals which modify or interpret the RFP by addition, deletion, clarifications, or corrections.

A.03.2 Prior to the receipt of proposals, addenda will be mailed or delivered to all who are known to have received a complete Request for Proposals.

A.03.3 After receipt of proposals, addenda shall be distributed only to offerors who submitted proposals, and those offerors shall be permitted to submit new proposals or to amend those submitted.

A.03.4 Each offeror shall ascertain prior to submitting a proposal that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda, and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.

A.04 Evaluation of Proposals:
The proposals submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the RFP. The Proposals shall be categorized as:

A.04.1 Acceptable;
A.04.2 Potentially Acceptable; that is, reasonably susceptible of being made acceptable; or
A.04.3 Unacceptable.

A.05 Discussion of Proposals:

A.05.1 The Evaluation Panel may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity of discussion and revision of proposals. During the course of such discussions, the Evaluation Panel shall not disclose any information derived from one proposal to any other offeror.

A.05.2 During the initial discussion, the offeror shall be prepared to give an oral presentation covering the following topics:

(a) The specific services to be provided;
(b) Qualifications of the offeror, experience of personnel, etc;
(c) The working relationship to be established between the Clerk/Agency and the Offeror, including, but not limited to, what each party should expect from the other;
(d) A review of the costs associated with this project;
(e) Offeror may be required to provide detailed demonstrations of proposed application software.

A.06 Negotiations:
The Clerk reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Clerk will require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the Clerk as contractually binding on the successful offeror.

A.07 Notice of Unacceptable Proposal:
When the Evaluation Panel determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal. The decision of the Evaluation Panel shall be final.

A.08 Confidentiality:
The Clerk shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Purchasing Agent. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Clerk. Based upon the public nature of these RFP's, an offeror must inform the Clerk, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

B. TERMS AND CONDITIONS

B.01 Authority:
This Request for Proposals is issued pursuant to applicable provisions of State statute.

B.02 Errors in Proposals:
Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

B.03 Reserved Rights:
The Clerk reserves the right at any time and for any reason to cancel this Request for Proposals, or to accept an alternate Proposal. The Clerk reserves the right to award one or more contracts for their services specified herein. The Clerk reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the offeror, the Clerk has one-hundred eighty (180) days to accept. The Clerk may seek clarification from any offeror at any time and failure to respond promptly is cause for rejection.

B.04 Incurred Costs:
The Clerk will not be liable in any way for any costs incurred by respondents in replying to this RFP.

B.05 Award:
Proposals will be evaluated and negotiated by the Evaluation Panel. The Evaluation Panel shall have the authority and discretion to determine the qualifications, responsibility and capabilities of offerors, the reasonableness of price, and other factors. Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act. The Evaluation Panel's final recommendation and reports shall be forwarded to the Clerk, Kane County for consideration and award of the contract.

It is the intent of the Clerk to award a contract to the lowest responsible bidder meeting specifications. The Clerk reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the Clerk.

B.06 Specifications:
Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Proposals on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The Clerk reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.

B.07 Samples:
Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.

B.08 Criteria for Selection:
All proposals submitted in response to this RFP will be evaluated based on the following criteria:

B.08.1 Compliance with Request for Proposals [Mandatory]. This refers to the adherence to all conditions and requirements of the Request for Proposals.

B.08.2 Understanding of the Project. This refers to the offeror's understanding of the engagement, the Clerk's objectives, and the nature and scope of the work involved.

B.08.3 Products / Services to be Provided. This refers to the exact type and nature of the offeror's proposed products/services and how they accomplish the objectives of the program. This also includes product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing.

B.08.4 Qualifications of the Contractor. Offeror's capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. This criteria includes:

B.06.4.1 The experience of the firm to similar programs, including past performance and general reputation;

B.06.4.2 Financial responsibility;

B.06.4.3 Personnel to be assigned to the program, and their education, qualifications and experience on similar projects;

B.06.4.4 The availability of necessary personnel and other resources to successfully complete the program specified; and

B.06.4.5 Identification of sub-contractors, their responsibilities, capabilities and experience.

B.08.5 Warranty Provisions. Offeror's adherence to warranty requirements as stated in this solicitation.

B.08.6 Repurchase or Residual Value. Where applicable, options for items retaining a value at the end of their scheduled life.

B.09 Pricing:
The following costs must be included in your response:

- Application software license fees
- Modification costs if denoted to satisfy a requirements
- Implementation, Training and Support Services Costs
- Data conversion costs
- Annual Software License, Maintenance, Training, and support costs for 5 years
- Other anticipated costs (i.e.: travel, conversion, etc.)

Pricing and payment shall be based on the milestones and acceptance of the deliverables as set forth in the detailed project plan and such pricing milestones shall be identified within the project plan. Credits will be issued to Clerk if milestone dates are not met. Final payment shall be based on entire system acceptance and meeting milestone schedules. A percentage of the total fees shall be held back until final acceptance. **Attachment 3** details the pricing approach and must be completed for pricing transparency.

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

Hidden costs to or requirements on the Clerk or Agencies that are not disclosed, regardless of the source (example, including but not limited to: third party software, additional hardware required to make application usable, Vendor's own requirement, etc.), may disqualify Vendor at any point in the selection process, up to and including after the award.

B.10 Taxes:
The Clerk and Agency are exempted for paying Illinois Retailers Occupation Tax and Federal Excise Tax.

B.11 Warranty:
Contractor and/or Seller (as case may be) expressly warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in

accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Clerk or Agency may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility. Contractor and/or Seller (as case may be) agrees that these warranties shall run to the Clerk and respective County and to the Agency and respective Municipality, each of their successors, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

Software applications must be suitable for the purpose for which they are intended. This is mandatory.

B.12 REGULATORY COMPLIANCE:

Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

B.13 Indemnity:

Contractor and/or Servicer and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the Clerk and respective County and the Agency and respective Municipality and Officers, Agents and Employees of all the afore mentioned entities from any and all liability or loss incurred by the Clerk, County, Agency, or Municipality resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and/or Seller's performance of this contract and Contractor's and/or Servicer's and/or Seller's violation of any of the terms and conditions of this agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

Contractor and/or Servicer and/or Seller shall provide to the Clerk proof of adequate insurance coverage to satisfy the indemnification provisions herein. Coverage may be added as Clerks or Agencies enter into contract.

B.14 Royalties And Patents:

Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the Clerk and respective County or Agency and respective Municipality harmless from loss on account thereof.

B.15 Equal Employment Opportunity:
The Clerk represents that it conforms to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status.

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this contract.

B.16 Prevailing Wages:
By submitting a proposal, bidder expressly agrees to comply with all applicable State and Federal Prevailing Rate of Wage Laws, and all steps necessary to be in compliance therewith.

B.17 Default:
If delivery of services is not completed by the time promised, the Clerk reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by the Contractor and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.

B.18 Payments:
The payment terms for this contract will be made as agreed to by the parties before the award of the contract by Clerk.

B.19 Contractor Responsibilities:

B.19.1 The selected Contractor/Offeror will be required to assume responsibility for all products, services and installation as offered in this proposal. The Clerk will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Sub-contractors will be permitted only upon specific, written permission of the Clerk.

B.19.2 Contractors to furnish appropriate Waivers of Lien from all Sub-Contractors, Materialmen and Others as required as a condition precedent to receipt of any payments forthcoming under a contract payment schedule.

B.19.3 Contractor to furnish prior to commencement of work, a bond with good and sufficient securities for the performance and payment of material used in such work and for all labor performed in such work, whether by Sub-Contractor or otherwise.

B.20 Interpretation of Correction of Request for Proposals:

B.20.1 Bidders shall promptly notify the Clerk of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal.

B.20.2 Interpretations, corrections or changes made in any other manner will not be binding.

B.21 Law Governing:

This contract shall be governed by and construed according to the laws of the State of Illinois. Any and all legal proceedings shall be filed in the Circuit Court of Kane County.

B.22 Eligibility:

By signing this proposal, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1)

B.23 INSPECTION:

Materials or equipment purchased are subject to inspection and approval at the Clerk's or Agency's destination. The Clerk and Agency reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection

C. PROPOSAL-FORM AND CONTENT

C.01 Submission for Proposals:

C.01.1 To be considered, proposals must arrive at the Clerk's Office on or before the date and time specified in the Request for Proposals.

C.01.2 Each respondent shall submit six (6) copies of the Proposal, each in its entirety and one electronic copy on CD. One hard copy proposal shall be unbound.

C.01.3 Proposals are to be submitted in a sealed envelope and addressed to the Executive Assistant, Circuit Clerk's Office, 540 S Randall Rd, St. Charles IL 60174. The name and address of the bidder must be shown in the upper left corner of the envelope

C.01.4 Proposals may be modified or withdrawn prior to the time specified for the opening of proposals.

Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The Clerk does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of proposals. Requests for Proposals must be submitted completely intact as issued. Proposals transmitted by way of facsimile machine will not be accepted by the Clerk.

C.02 Form of Proposal:

C.02.01 Proposals must be submitted on this form and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected.

Vendors shall re-state each RFP requirement verbatim.
An electronic version of the proposal is available upon request.
Any discrepancies in re-stating the RFP or alteration in the electronic version will revert to the original as published by the Clerk.

C.02.02 The proposal form included with this RFP must be completed in full and signed by an officer with authority to execute contracts.

C.02.03 Proposals shall be type-written.

C.02.04 The proposal shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

C.03 Qualifications of Offers:

C.03.1 The enclosed "References" form. References should be businesses or other organizations for whom you have completed a similar engagement.

C.03.2 Provide background information on your firm, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Clerk to determine the capability of the offeror to meet all contractual requirements.

C.03.3 List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

C.03.4 Identify all Sub-contractors and their specific responsibilities. Provide information required in Paragraphs C.03.1 and C.03.2 for each proposed Sub-contractor. Attach a letter of confirmation from each proposed Sub-contractor indicating a willingness to contract with the primary firm for this engagement.

C.03.5 Describe your involvement in programs of similar size and scope, providing references where appropriate.

C.04 Items to be Submitted:

C.04.1 Form of Proposal: See Section C.02

C.04.2 References and Qualifications: See Section C.03

C.04.3 Project Overview: State in succinct terms your understanding of the proposed engagement.

C.04.4 Cost and Price Analysis: Contract shall be for an aggregate compounding volume price. Provide an itemized price analysis with the proposal to support the reasonableness of your quotation. Provide hourly rates and other expenses that

would apply to any additional services not addressed in this RFP.

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

C.04.5 Terms and Conditions: List any terms and conditions which may apply to this contract and are not included in this RFP.

C.04.6 Waivers of Lien Required: Refer to Section B.19.2

C.04.7 Proposal Security: Refer to Page 1, Proposal Instructions.

C.04.8 Variances: State or list by reference any variations to specifications, terms and/or conditions.

C.04.8 Additional Information and Comments: Include any other information you believe to be pertinent, but not specifically mentioned elsewhere.

Specific Questions to this RFP are to be directed to:

Deborah Seyller
630-232-3427 or seyllerdeb@co.kane.il.us

Questions will no longer be accepted after Wednesday, July 11, 2007.

Kane County Circuit Clerk's Office
540 S Randall Rd
St Charles, IL 60174

CLERK OF THE CIRCUIT COURT, KANE COUNTY

REQUEST FOR PROPOSAL (RFP) ATTACHMENT 1
RESPONSE FORMS

FOR

ELECTRONIC CITATION APPLICATION

COMPLETION OF PROPOSAL RESPONSE FORMS

Vendors are instructed to complete the following RFP forms by placing an X in the correct column (**Yes | No | MR**) for each requirement as described below:

Coding Key:

YES Indicates that the vendor's standard software meets and/or exceeds the requirement.

NO Indicates that the vendor's software does not and cannot meet this requirement.

MR **Indicates that a software modification is required to meet and/or exceed this requirement. If there is a cost associated with this modification, list the dollar amount here.**

(*) **Indicates the vendor has an alternate method to satisfy a requirement. The vendor may place an asterisk (*) in the YES column and refer to that item in the "Comments to Software Requirements" section.**

VENDOR BACKGROUND AND QUALIFICATIONS		
Provide narrative responses to the following questions and provide the necessary documentation for each item listed below.		
Question		Response
1.	Specify the number of years the Vendor has been in the public sector software business and the number public sector vs. private sector clients.	
2.	Provide a chronology of the company's growth, heritage, staff size and ownership structure.	
3.	Indicate whether the business is a parent or subsidiary in a group of companies.	
4.	Has this company or product being proposed ever been purchased by another company or acquired because of a merger or acquisition? If yes, provide details regarding the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.	
5.	What percentage of revenues does this offered system verses other products/services represent to your company?	
6.	Provide a brief statement of the company's background demonstrating longevity and financial stability.	
7.	Include the company's past three (3) years of audited Financial Statements. Indicate if the company incurred an annual operating loss in the last 5 years.	

	If vendor is a subsidiary, provide financial statements for parent organization as well as separate financial statements for the proposing subsidiary.	
8.	Has the company had a workforce reduction during the past 5 years? If so, provide details regarding workforce reductions: percentage or workforce, areas affected, senior management team changes, etc..	
9.	Provide details of all past or pending litigation, liens or claims filed against Vendor.	
10.	Describe the seniority and tenure of the senior management team.	
11.	Describe how your company measures customer satisfaction. What key performance metrics are utilized, methods of quantifying results, and which areas are evaluated.	
12.	Describe the company's commitment to research & development; including development staff size and percentage of annual revenues reinvested into R&D.	

REQUIREMENTS

MINIMUM REQUIREMENTS			
The following are minimum requirements. Special consideration will be accorded to vendors able to satisfy these requirements. Please answer all questions as stated.			
Requirements		*YES*	*NO*
1.	Mandatory Warranty as found in Terms and Conditions B.11.		
2.	Vendor shall provide 24/7/365 direct customer support for the Agencies and Clerk.		
3.	The electronic citation application must operate as a complete system independent of any other system.		
4.	The electronic citation application must be able to integrate with multiple Clerk and Agency record keeping systems.		
5.	Vendor maintenance plan is being sought on an all inclusive 'flat-fee' that will not require the agency to pay any additional fees for changes, modifications, and updates requested by the police agencies throughout the year.		

IMPLEMENTATION AND SUPPORT		
Answer the following questions and provide the necessary documentation for each item listed below.		
Questions		Response
1.	Describe the approach and resources needed to implement the proposed software. Attach a detailed project plan as described in the RFP document Introduction with key activities and milestones. Assume several Agencies contract to implement immediately. Assume Agencies implement independently.	
2.	Describe your overall user training approach. Include the location, number of individuals to be trained per module and the hours or training per module. Explain if necessary training and support documentation are provided.	
3.	Describe your overall technical training approach; training for data base administrators, system administrators, and software developers.	
4.	Describe your company's service & support philosophy, how it is carried out and how success is measured.	
5.	Provide a thorough description of help desk services including dial-in, web support and ongoing maintenance.	
7.	How do you service and troubleshoot problems for your current clients?	
8.	Provide samples of project reporting documents such as budget reports, trip reports, timelines, etc.	
9.	Provide resumes of proposed project team demonstrating recent project management engagements.	

GENERAL SYSTEM REQUIREMENTS

It is mandatory that the following system requirements are applicable to all public administration modules:

	Requirements	YES	NO	MR
1.	The staff must be able to adjust common variables, such as codes, tables, report parameters, etc., without the services of a professional programmer.			
2.	The software must have a one-time, single-point of data entry to reduce redundant work.			
3.	All software programs must seamlessly integrate to maximize operator and system efficiency.			
4.	The software must have an easy to use system for preparing various statistical and analytical reports. The reporting system should have the ability to run all major reports as of a certain date that has already passed.			
5.	Totally integrated search capabilities on all fields without the use of a secondary application.			
6.	The software must provide a look-up capability for frequently entered information; and, once selected the information will automatically populate the corresponding data record.			
7.	The software shall provide the ability to input, access, and store a user-defined level of historical data "on-line".			
8.	The software must verify the validity of the data being entered into the database by performing immediate error checking.			

9.	The software must provide the ability for the system manager to identify an individual who last entered or changed any transaction and the date of that change.			
10.	The software must provide the ability for multiple users to be on the system at the same time and multiple users to be in the same programs at the same time.			
11.	All applications must provide for future updates and enhancements on a regular basis. Vendor will note such provisions and identify associated costs.			
12.	The software must provide the ability to direct output of a data search to a printer upon user demand.			
13.	Inquiry capabilities using an easy to use Windows format.			
14.	All applications developed using a single development tool in a single program language with 100% integration between product suites and individual application.			
15.	"Create your own" standard report format using either an integrated report wizard or other third party software.			
16.	Complete and total drill down capabilities from all summary information to detailed source code across all applications.			
17.	The system must have the ability for remote access.			
18.	The system must have the ability to interface with other third party vendors the Clerk or Agency may have for other applications such as record keeping using Justice XML standards.			

TECHNICAL REQUIREMENTS		
Please answer each question with YES, NO or MR.		
Requirement		Response
1.	Is the proposed application developed with a widely accepted development environment? Please describe all development languages utilized; including any proprietary toolsets.	
2.	Does the system architecture support a multi-tier deployment? Please describe. If any, describe any extra costs associated with multi-tier deployment.	
3.	Please describe any workflow or event alerts and notification capabilities the applications provides.	
4.	Does the system provide global query function so that users can search system wide base on name, citation, range of values, or partial & wild-cards?	
5.	Please describe all 3rd party software required or recommended for the solution, including report writers.	
6.	Does the system provide multiple levels of data security control access by station, terminal, or department and by transaction, function, and file?	
7.	Does the system support Intranet/WAN deployments with low communications bandwidth requirements?	
8.	Describe the optimum, not the minimum, hardware and infrastructure requirements. Include requirements for web (VPN) services.	

9.	Describe your recommended business continuity plan.	
10.	Describe any middleware necessary or utilized to mediate between your products and other services (such as the database or web portal)	
11.	Describe and list all third-party software used in the solution, including any further hardware or infrastructure required.	

ELECTRONIC CITATION APPLICATION		YES	NO	MR	DETAIL
1.	Software shall provide for the function to auto-populate the citation from information that is returned to the patrol car from the Illinois LEADS system and/or from scanning information from an offender's driver's license provided by 1D barcode, 2D barcode, and magstripe format. Explain the system's functionality for auto populating.				
2.	Offense violations should be table driven. Software shall provide capability for the officers to select the applicable violation from a drop-down menu of violations. Violations must provide the correct statute and the local ordinances for multiple municipalities, however, each municipality must be able to control their own local ordinances and the menu should contain only that municipality's table.				
3.	Violation entry must allow efficiency short cuts. Speeding violations must allow entry of the speed of the violator and the limit, i.e. 46 in a 30, and this entry must generate the applicable state statute. Selection of a DUI must cross populate the box on the state UTC. Etcetera. Describe in detail data entry short cuts.				

ELECTRONIC CITATION APPLICATION		YES	NO	MR	DETAIL
4.	Agencies have multiple court locations both within the County and in other Counties, Aurora PD is based in Kane while the city crosses into DuPage, Will, and Kendall Counties, also. Most traffic violations are written as a Local and filed in Kane. There are times when only a State violation my be written, requiring the citation to be filed in the County in which the offense occurred. Based on the County selected by the officer, the citation type, and/or the offense, the appropriate Court address information must auto-populate. Explain how multiple court locations and multiple Counties function within the system.				
5.	The officer's court dates should be pre loaded for automatic population by the system and take into account multiple counties. Most agencies cover only one or two Counties, while Aurora has four. Software shall identify the date to utilize in the citation being written based on the County selected and the type of violation being cited, i.e. a DUI violation will have different dates than will a regular speeding citation which may or may not be different from an ordinance violation. Officer dates must provide a minimum of four dates to choose from but must not require all dates to be pre set by the officer. Court dates must also be able to be free formed by the officer when writing the citation. The application must provide the ability to pull up a calendar at the time dates are being preloaded and be readily available when needing to override the pre loaded dates during the writing of the citation. Describe how dates work in the system.				

ELECTRONIC CITATION APPLICATION		YES	NO	MR	DETAIL
6.	Drop down lists are to be used through the application wherever options exist. All fields that will have predefined elements must be drop down lists: examples are hair color, eye color, offense, etc. Edit checks must prevent inaccurate entries of data not in the tables.				
7.	Some fields are required when completing a citation. Explain if fields come with pre defined edits for a required field or if the Clerk or Agency has the capability of indicating which fields are to be mandated as required.				
8.	Checking a box on the citation should automatically move the cursor to the next associated field or to the next area when no associated action is required in that area.				
9.	The application must be able to print both a thermal ticket and print to the current multi ply hardcopy ticket. Explain whether the same application meets both requirements or whether two applications are needed to be compliant.				
10.	The application shall work in both handheld and mobile computers. Explain whether the same application meets both hardware requirements or whether two applications are needed to be compliant. Explain how the use of multiple hardware affects the transfer of data to the local agency database.				

ELECTRONIC CITATION APPLICATION		YES	NO	MR	DETAIL
11.	The software shall be fully compatible with multiple mobile computer applications used by the various agencies. This includes, but is not limited to: ALERTS, HTE, IWIN, Motorola PMDC and New World. Explain how the software will keep up with new releases and changes of these applications.				
12.	Explain the application's options for capturing live electronic signatures on the ticket when a mobile laptop is the hardware of choice.				
13.	Agencies must be allowed to switch mobile vendors without any additional cost.				
14.	Mobile application software must continue to function in the event the "network" is unavailable.				
15.	Software installation shall utilize an automated process that requires minimal IT staff involvement.				
16.	Mobile application software shall be client-side application with no additional server space requirements.				
17.	Explain how the application will keep up with new releases of the Windows operating system. Explain the current versions of Windows and Windows with Service Patches on which the system operations.				
18.	The application shall be able to run with standard user rights.				
19.	Explain how new releases, changes, and updates of the application are distributed to customers. Include time frames. Explain if installation is a push, pull, or a hands on update of each mobile computer.				

ELECTRONIC CITATION APPLICATION		YES	NO	MR	DETAIL
20.	If a Barcode Reader is utilized it must be supported as follows: 1. Barcode reader with Magstripe reader: 1D, 2D Barcode (PDF 417) capability 2. High Performance 3 track magnetic stripe reader 3. Single integrated device with fixed mounting capability Explain what barcode readers the work with the application.				
21.	Bonds taken during the arrest include: cash, driver's license, bond card, promise to comply, and credit card. Entry of an amount in cash or credit card must require the selection of the 'Full Amount' or '10%' indicator.				
22.	Posting bond via a credit card, must capture the type of credit card [such as Visa (V) or MasterCard (MC), etc.], the last four digits of the credit card account number, 'Full Amount' or '10%,' and the credit card authorization number provided by the card processor. Both a thermal and hard copy ticket must display the credit card information. Explain how the application captures (prints) credit card information when using the current hardcopy UTC.				
23.	The application shall comply with Payment Card Industry Standards.				
24.	If bond is credit card, selected data elements from the citation shall be saved into a file on the laptop or Mobile Data Terminal (MDT) for use by the "card processor" (not part of this RFP). These data elements will include at a minimum: defendant's name, date of birth, agency code, citation number, amount of bond, date, time, and officer badge number.				

ELECTRONIC CITATION APPLICATION		YES	NO	MR	DETAIL
25.	Application must provide basic standard forms matching the Illinois Uniform Traffic Citation, a thermal rendition of the UTC, criminal misdemeanor, and Bias Free Policing (Profiling). Explain if the application interfaces with the State of Illinois' accident reporting requirements or if application prints the Motorist's Crash Report.				
26.	Officer must be able to easily select the type of citation being written. Forms filed with the Clerk: traffic ticket, criminal misdemeanor complaint, and ordinance violation. Forms not filed with the Clerk: tow slip, warning to motorist, crash report, and ordinance violation.				
27.	Currently, it is envisioned that all of these citations will utilize the same form, however, other forms may be identified for either filing with the Clerk or for use by the Agency and must be easily added to the system at minimum or no cost. Explain application's utilization of the same format for multiple citation types.				
28.	The system must accept user designed forms (Adobe Forms Design or Adobe LiveCycle Forms) for integrated use within the application and/or it must have a user generated form designer module.				
29.	Bias Free Policing. All State of Illinois traffic study data elements pertaining to Bias Free Policing must be captured from data on the traffic citation. Explain how data is collected. Explain how data is reported.				
30.	Data elements collected via a MDT and that collected via a handheld device shall be the same.				

ELECTRONIC CITATION APPLICATION		YES	NO	MR	DETAIL
31.	Any changes or additions to State requirements in forms, Bias Free Policing, or other new mandates, must be updated in application and vendor provided forms within 2 weeks of the notice of said change.				
32.	The software shall provide capability for officers to print directly onto mobile printers of the agency's choice. Those currently being considered are the 3" through 8½" thermal printers. Zebra RW420 (4" thermal paper), Epson TMU590P (impact printer on multi ply UTC), and the Pentax PocketJet 3Plus (8 ½ X 11" thermal). The PocketJet is currently used by the Illinois State Police and is therefore mandatory as an option. Explain what printers work with the application. Recommend a printer and explain why. State minimum requirements for each hardware solution.				
33.	Volume discounts for are hardware desirable. Does vendor provide volume discounts for recommended hardware?				

ELECTRONIC DATA TRANSFER		YES	NO	MR	DETAIL
1.	The system must provide electronic data transfers and state reporting. Data must be exportable to the individual agency's recordkeeping system.				
2.	Explain the outputs of the application.				
3.	Is Justice XML provided as an interface standard, meeting federal grant requirements?				
4.	All data collected by the officer must be transferable to the local agency. Once data is transferred from the MDT, no data must remain on the MDT for security of personal information. Does application comply with both requirements? Describe how application ensures that uploaded data is removed from the mobile unit's memory.				
5.	The software must support data transfer for ALL of the options listed: Wireless network(s) communication USB key Other(s) to be determined Explain transfer security.				
6.	Explain how transfers from the Local Database to other Agencies, state or local, are accomplished, including but not limited to: Motorist Crash Report, Bias Free Policing, Citations, etc.				

LOCAL DATABASE		YES	NO	MR	
1.	An ODBC compliant SQL local database must be provided for each of the agencies.				
2.	The data uploaded from arresting officers must be controlled and maintained by the individual arresting agency.				
3.	The application must provide output in Justice XML for easy integration of citation information into the agencies' record keeping system and for transfer to the Clerk.				
4.	The application must allow for minor corrections on the citation with an audit trail.				
5.	The application shall allow transfer of citations to the Clerk or, prior to the Clerk, to the Administrative Hearing Officer. The local database shall allow the agencies to select citations for transfer by an entire batch, by a citation category, or by one citation. An individual citation must be able to be held from transfer with the batch, pending further processing by the agency.				

ILLINOIS DEPARTMENT OF TRANSPORTATION REQUIREMENTS		YES	NO	MR	
1.	Collection of the Bias Free Policing data must auto populate from the citation or warning. The remainder must be completed with drop down lists.				
2.	Any changes required by IDOT must be covered under the annual maintenance agreement and provided to the arresting agencies within 20 days of the notice of the change.				
3.	All data must be available for electronic data exchange via Justice XML format (JXML) and Comma Separated Value file formats with easy to operate, user identified data extraction to an exchange file. Must provide for standard report extraction and ad hoc requirements. The solution must be Justice XML compliant.				

MOTORIST CRASH REPORT		YES	NO	MR	
1.	Software shall provide for the function to auto-populate the State of Illinois Motorist Crash Reporting system from information that is returned to the officer from mobile software that may be utilized by the Agency police agencies.				
2.	The software shall provide the capability for officers to print drivers' exchange documents on the citation printer.				
3.	Application shall conform to Illinois State requirements.				
4.	Explain if the Motorist Crash Report can be printed in detail.				

ARCHIVAL PRINTING AND RE-PRINTING		YES	NO	MR	
1.	The software application shall provide the ability to reprint any citation or any 'page' of a thermal citation in the vehicle. Data transferred to the local agencies shall be printable on a standard printer and shall be in the same formatting as the citation printed in the vehicle.				
2.	An option shall be included that an officer's citations can be reprinted by selecting the date of issue and the officer's badge number. The reprint shall be for a single citation or a batch of citations for the entire date of issue or for a given court date and court location. The reprint will include any notes that were made by the officer.				
3.	Reprint functionality will be provided for the Clerk of Court and Administrative Hearing Officer for those citations transferred by the Agency.				
4.	Electronic citation data storage will require data encryption, where as if the selected data elements (TBD) are changed, a notice will be printed on the citation that this data is no longer notarized.				

ALTERNATE – AUDIO RESPONSE FUNCTIONALITY		YES	NO	MR	
1.	The software application shall provide capability to verbally respond with key elements of the federal, state, & local query information returned to the mobile data system utilized by the police agencies.				
2.	The software application shall seamlessly integrate with the mobile data system as will be utilized by the Agency police agencies so that officers are not required to open any additional applications, and the audio response functionality will automatically turn "on" and "off" with the mobile data system.				
3.	The software application shall provide capability for police departments to customize the exact audio response to be provided with specific data elements.				
4.	Verbal-response/read-back functionality shall be clear audio.				
5.	The software application shall provide functionality to automatically calculate and provide audio response of age, expiration dates, gender, and other demographic information.				
6.	The software application shall be able to perform matching analysis between various mobile query data files and the NCIC/LEIN (Law Enforcement Information Network) warrant database to validate identity.				
7.	Audio response shall be provided automatically once an officer initiates a mobile query.				
8.	The software application shall work with all mobile client software systems.				

ALTERNATE – AUDIO INPUT FUNCTIONALITY		YES	NO	MR	
1.	The software application shall provide capability for officers to utilize voice commands to input text into the current mobile data system utilized by the Agency police agencies.				
2.	Text shall be capable of being input in the mobile data system utilizing alpha (A-Z) and numeric (0-9) voice prompts, and an unlimited number of specified voice commands.				
3.	Alpha voice prompts shall be capable of being input utilizing the phonetic (Adam, Boy, Charles, etc.) commands.				
4.	The software application shall provide for the capability to customize the voice input commands to the exact specifications of the agency and officers.				
5.	Using agencies shall have the capability to modify in any way necessary any of the voice commands.				
6.	The software application shall not require individual officers to train/customize the software in order to operate properly.				
7.	The software application shall provide for the capability to repeat/echo the voice commands that are entered for confirmation of command.				
8.	The echo/repeated voice commands shall be provided with clear .wav files.				
9.	The software application settings shall be capable of being modified for male and female voices.				
10.	The software application shall provide for a distinct "push-to-talk" button to initiate the voice input process.				

ALTERNATE – AUDIO INPUT FUNCTIONALITY		YES	NO	MR	
11.	The software application shall operate on Windows 2000 and above operating systems, along with subsequent Window's releases.				

THIS FORM MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP AND/OR BID AND THE RESPONSE.

Signed _____

Typed Signature _____

Company _____

Address _____

_____

Phone # _____

Fax # _____

Federal I.D./Social Security # _____

Date _____

CLERK OF THE CIRCUIT COURT, KANE COUNTY

REQUEST FOR PROPOSAL (RFP) ATTACHMENT 2 SOFTWARE LICENSE BUSINESS GOALS AND CRITICAL CONTRACT PROVISIONS

FOR

INTEGRATED ELECTRONIC CITATION SYSTEM

The following are strategic goals that Clerk has developed for software licensing and implementation.

- Clerk assumes an approach wherein Clerk only pays for accepted, on-time deliverable milestones. This approach avoids uncontrolled time and material charges and clearly makes the Supplier responsible for the project. To this end, supplier must deliver **a detailed project plan** for software implementation, training, configuration, data conversion, and interface work. This detailed project plan will clearly show tasks, hours, dates, milestones, and the responsible party for each task. **Pricing** and payment shall be based on these milestones and acceptance of the deliverables and such pricing shall be identified within the project plan.

- Clerk requires the ability to create short and long-term business plans by knowing present and future costs. To this end, all recurring costs or fees (such as annual maintenance, training, and support fees) shall not increase for the life of the agreement. If increases are requested by the supplier, at least 30 days before the renewal date, they will be capped at the lower of 4% or the Consumer Price Index.

- Pricing of the software and maintenance are being sought on an aggregate license basis with statewide escalating volume discounts. Licensing by any Clerk or Agency shall aggregate to the total volume purchased during the time the proposal is valid, per Acceptance page 10. Any license shall be purchased under the greatest applicable volume discount. Those Clerks or Agencies that had previously purchase would be eligible for the new volume discount as it increases and, in its stead, shall receive credit toward their maintenance costs for the difference in the costs of licensing from when they purchased. Maintenance shall correspond to the highest volume discount. Volume discounts shall be calculated thirty-five (35) days prior to the maintenance fee becoming due. Vendor shall provide an accounting to the Clerk, Kane County, at the end of the proposal's valid life and upon request to any Clerk or Agency licensed under this proposal. The Clerk and/or Agencies shall have the ability to add additional licenses over the initial purchase at the greatest aggregate volume discount pricing level. Additional licenses over the original purchase shall be aggregated and counted toward the next volume discount for the entire state.

- To make a long-term commitment to a software product and so that Clerk can predict long-term spending as use increases, Clerk requires that all future license, maintenance, and support pricing be determined at the time the contract is signed. If there is to be any price increases for future licenses, they must be capped as the maintenance and support fees and determined based from the greatest applicable volume discount.

- Agency may purchase application or the Clerk may purchase application, depending on circumstances. Agency may purchase audio/voice alternates or desire the option to add the ability at a later date. Not all agencies will require voice input or voice response. The Clerk or the Agency may purchase the hardware or a portion thereof. Contracting options should accommodate a purchase for any combination of software and/or hardware with invoicing to the applicable party. Describe the licensing options and pricing scales.

- Because it is very difficult to determine complete requirements and functionality of a software product, Clerk and/or Agency requires a 90-day acceptance period before paying any license fees. This acceptance will be at Clerk's sole discretion, and the testing may be in our production environment. Clerk may have more resource dollars invested in the project and the acceptance testing than the actual cost of the software, so we will be just as motivated for a successful acceptance as the supplier. We believe this shared risk and shared reward approach is key to any long-term business partnership.

- Clerk requires a broad license grant that is in line with our business requirements. In general Clerk requires concurrent users that may access the software from any location and any computer for any and all valid Clerk and/or Agency business purposes.

- Due to the cost of administration and the inherent risk involved, Clerk wishes not to deal with software keys that trigger electronic self-help or disabling code. Clerk will agree to reasonable software use audits and prefers this to the on-going management and risk of multiple keys for many products in several environments.

- Maintenance and support services must be optional and not linked to license rights.

- Any material dispute with Clerk that may result in the loss of license rights must have a reasonably long (180 day) cure period after notification of such a breach of the agreement.

Supplier's contract must reflect all of Clerk's Software License and Implementation Business Goals. The following are example contract provisions that reflect a portion of the goals; if Supplier has exceptions with any of the following language, Supplier must provide alternative language.

RECITALS and INDUCEMENTS

Clerk has submitted to Supplier a Request For Proposal dated _____ (the RFP) setting forth certain information regarding Clerk's requirements for an Electronic Citation Application. Based on the results of Supplier's review and analysis of the RFP, Supplier has prepared and delivered to Clerk a Proposal dated _____ (the Proposal) setting forth representations including conclusions, recommendations, and benefits. These representations specify the appropriate hardware, software, services, and related operating procedures required to provide Clerk with the capabilities specified in the RFP's requirements and specifications.

On the basis of the representations contained in Supplier's Proposal, presentations, other printed material, correspondence, discussions, and other information provided to Clerk, and in reliance upon the expertise of Supplier in analyzing, designing, and providing software systems appropriate for applications such as described in the RFP, Clerk desires to engage Supplier to license and implement certain software contained in the Proposal on the terms and conditions hereinafter set forth.

LICENSE GRANT

In consideration of Clerk's (and/or Agency's) promises contained herein and Clerk's (and/or Agency's) payment of the Software License Fees, Supplier grants to Clerk (and/or Agency), and Clerk (and/or Agency) accepts, subject to the terms and conditions set out in this Agreement, a non-exclusive, irrevocable and non-transferable, except as provided for in this agreement, perpetual limited license ("License") to use the Licensed Products indicated in the Attachments which may be executed from time to time by both parties and which shall then be attached to this Agreement and shall become a part hereof. "Licensed Product(s)" is the computer programming code, including source and object code for the software programs, any Software Updates, the media in which the programs are delivered, and the associated documentation (including Published Product Specifications).

The Licensed Products are to be used by Clerk and/or Agency employees, agents, consultants, contractors, outsourcing companies engaged by Clerk and/or Agency, affiliates, and third-party business partners or customers of Clerk and/or Agency on any CPU, computer, or any operating platform necessary to meet Clerk's and/or Agency's business needs. The Licensed Products are not to be copied by Clerk and/or Agency without the written

permission of Supplier except for production, backup, archival, and disaster recovery purposes. The Licensed Products may not be used for commercial timesharing or service bureau or other rental or sharing arrangements.

All Supplier Modifications to the Licensed Software shall in all cases be updates, new versions, or new releases of existing products, and not new products.

PAYMENT

Clerk and/or Agency agrees to pay the installation and software fess as provided for in the agreed upon detailed project plan and the payment terms of the Agreement. Implementation fees will be invoiced as identified milestones are successfully completed. License fees shall only be invoiced after the Licensed Products run successfully in live production for ninety (90) days (Acceptance). **The terms and definition for successful Acceptance are to be at Clerk's sole discretion.**

SOFTWARE UPDATES/SUPPORT SERVICES (Maintenance)

Supplier will provide and Clerk and/or Agency may subscribe to Software Maintenance services for one (1) year commencing upon the end of the Warranty Period at the terms and conditions listed in the Agreement. Supplier warrants that it will offer Maintenance for the Software for a minimum of five (5) years from the date of Software Acceptance or installation date of any Software Update. If Clerk and/or Agency fails to remit Software Maintenance Fees, Supplier will have no duty to provide the Updates and Support services under the Agreement. However, in no way will the perpetual license rights of Clerk and/or Agency to the Software licensed herein be linked to or provisional to Clerk's and/or Agency's subscription to Software Maintenance Services. Clerk and/or Agency reserves the right to drop or not renew Software Maintenance for any single Software Product licensed herein and receive a pro-rated refund for the remainder of that Maintenance term and any subsequent Maintenance terms shall reflect this pro-rated decrease in Maintenance fees.

The Maintenance term shall extend upon Clerk's and/or Agency's consent for one (1) year at the agreed upon prices. Supplier may increase these Fees by the lesser of CPI percentage increase, as reported in the Wall Street Journal, or 4%, with written notice no less than thirty (30) days prior to the end of the Software Maintenance term.

All Supplier Modifications to the Licensed Software shall in all cases be updates, new versions, or new releases of existing products, and not new products. Supplier Modifications shall belong to Supplier and shall be Licensed

Software. Software updates, upgrades, new versions, or additional functionality shall not be considered a new product. Any product offered by Supplier that contains essentially the same functionality as the Software, regardless of additional functionality, the product name or marketing, shall be considered the Software and Clerk's and/or Agency's license rights shall extend to that product.

Independent Obligation of Consultant to Continue Performance:

Because of the critical importance of the services to be performed by Supplier to the operations of Clerk and/or Agency and the substantial expertise (not otherwise possessed by Clerk and/or Agency) which Supplier has represented it will utilize in the performance of such services and Clerk's and/or Agency's reliance on such expertise, Supplier assumes an independent obligation to continue performance of its obligations in all respects regardless of any dispute which may arise between Clerk and/or Agency and Supplier in connection with any claims by Supplier that Clerk and/or Agency has materially breached its obligations hereunder. Such independent obligation shall continue for one-hundred-eighty (180) days from the date upon which Clerk and/or Agency receives written notice of such alleged breach from Supplier.

LIMITED WARRANTY

Clerk and/or Agency shall have twenty-four (24) months following Acceptance of the Licensed Products to verify that the Licensed Products conform in all material respects with Supplier Published Product Specifications. Clerk and/or Agency shall provide written notice of any material nonconformance to Supplier within the twenty-four (24) month period. Such notice shall be in sufficient detail to allow Supplier to duplicate the nonconformance. Supplier shall, at no additional charge, correct such nonconformance or provide a mutually acceptable plan for correction within sixty (60) days following the receipt of Clerk's and/or Agency's notice to Supplier.

Clerk and/or Agency acknowledges that there are many other provisions of a software license that must be addressed and potentially negotiated in good faith. The above goals, however, are key to managing our business and they serve as a basis for any long-term commitment to a software supplier.

End of Document

CLERK OF THE CIRCUIT COURT, KANE COUNTY

REQUEST FOR PROPOSAL (RFP) ATTACHMENT 3
PRICING TEMPLATE

FOR

ELECTRONIC CITATION SYSTEM

Attachment 3 – Pricing Template

Pricing transparency is a key Clerk objective for this proposal. Please show your Firm Price, for each deliverable milestone. Payment will be tied to the successful delivery and acceptance of each of these milestones from the project plan. Please allocate and include expenses and project management costs to **each deliverable** rather than itemizing them separately. Late fee/incentive may be invoked or not per Clerk or Agency outside of initial contract with Clerk, Kane County.

Holdback Amount and Acceptance

Clerk will require a fifteen (15%) holdback amount from each major deliverable for this project. This holdback amount will be paid as a lump-sum amount upon Final Acceptance of the milestone by Clerk. Final Acceptance criteria and measurements will be agreed upon by the successful bidder and Clerk prior to issuance of a purchase order.

Please include in your proposal a statement agreeing to this holdback requirement and provide proposed criteria under which Final Acceptance can be measured.

Bidder will be obligated to satisfy all deliverables/milestones in the agreement. There will be a late fee/incentive of one percent (1%) of the payment due on each milestone for each full week that consultant is late/early, as applicable, in completing each milestone. In addition, there will be a late fee/incentive of two percent (2%) for each full week that consultant is late/early, as applicable, in completing the entire project. If consultant completes the entire project on time, all penalties assessed for late performance of any milestone will be refunded to the successful Bidder. Agency delays will not negatively affect vendor's milestones; however, vendor is required to inform Clerk, if signee, of such delays.

For software products show all list prices; apply applicable discounts for net pricing. Show actual maintenance fees and note the percentage of net license fees used to calculate maintenance fees. Maintenance includes technical support and upgrade rights. Maintenance is optional for any product and not selecting or renewing maintenance for one or several products will not affect license rights of any products or the maintenance pricing of the remaining products. All referenced milestones are from the detailed project plan provided by the bidder.

Please reuse the tables of this document to show alternative scenarios or additional approaches and modules that may reflect different pricing and / or performance.

Proposed scales based on aggregate volume

License Fees by Product – Show list price and discounted Price – Add pages as needed	List	Paid on Web	Volume	Volume	Volume	Volume
Aggregate Volume Required						
Product 1 Price						
Aggregate Volume Required						
Product 2						
Aggregate Volume Required						
Product 3						
Aggregate Volume Required						
Product 4						
Aggregate Volume Required						
Product 5						
Aggregate Volume Required						
Product 6						
Aggregate Volume Required						
Product 7						

Add rows for additional products and total						

Maintenance Fees by Year (After Warranty Period)	Year 1	Year 2	Year 3	Year 4	Year 5
Product 1					
Product 2					
Product 3					
Product 5					
Product 6					
Product 7					
Add rows for additional products and total					

Maintenance Fees by Year Volume Discount 1 (After Warranty Period)	Year 1	Year 2	Year 3	Year 4	Year 5
Product 1					
Product 2					
Product 3					
Product 5					

Product 6					
Product 7					
Add rows for additional products and total					

Maintenance Fees by Year Volume Discount II (After Warranty Period)	Year 1	Year 2	Year 3	Year 4	Year 5
Product 1					
Product 2					
Product 3					
Product 5					
Product 6					
Product 7					
Add rows for additional products and total					

Maintenance Fees by Year Volume Discount III (After Warranty Period)	Year 1	Year 2	Year 3	Year 4	Year 5
Product 1					
Product 2					

Product 3					
Product 5					
Product 6					
Product 7					
Add rows for additional products and total					

Maintenance Fees by Year Volume Discount (Post Warranty Period)	Year 1	Year 2	Year 3	Year 4	Year 5
Product 1					
Product 2					
Product 3					
Product 5					
Product 6					
Product 7					
Add rows for additional products and total					

Fixed-Fee Implementation Pricing	Fixed Fee
Milestone 1 (name from project plan)	
Milestone 2 (name from project plan)	
Milestone 3 (name from project plan)	
Add rows for additional milestones and total	

Training and other Project Activities not delivered above or in the project plan	Pricing (if in addition to fixed fee)
Activity 1	
Activity 2	
Activity 3	
Add rows for additional milestones and total	

TOTAL PROJECT COST AT LIST PRICE =
$

Alternate Scenarios

Please reuse the tables of this document to show alternative scenarios or additional approaches and modules that may reflect different pricing and / or performance.

CLERK OF THE CIRCUIT COURT, KANE COUNTY

REQUEST FOR PROPOSAL (RFP) ATTACHMENT 4
REFERENCES

FOR

ELECTRONIC CITATION APPLICATION

REFERENCES

ELECTRONIC CITATION APPLICATION
For
Clerk of the Circuit Court

Per C.03.1 of General Information, list below businesses or other organizations for whom you have provided comparable equipment/services:

1. Organization:_____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Date of Project: _____

2. Organization:_____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Date of Project: _____

3. Organization:_____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Date of Project: _____

REFERENCES CONT'D

4. Organization:_____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Date of Project: _____

5. Organization:_____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Date of Project: _____

6. Organization:_____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Date of Project: _____

7. Organization:_____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Date of Project: _____

Offeror's Name: _____ Signature:_____

CLERK OF THE CIRCUIT COURT, KANE COUNTY

REQUEST FOR PROPOSAL (RFP) ATTACHMENT 5
CURRENT AGENCY VEHICLE AND SYSTEM INFORMATION

FOR

ELECTRONIC CITATION APPLICATION

Department	Current Estimate of Population	No. of Sworn Officers	No. of Squad Cars	Number of Laptops	Mobile Software	Laptops	RMS Software	CAD Software	Internet Service Provider	Type of Internet Service	Type of router	Type of firewall	Band-width capability (Mb/s)	Bandwidth Utilization (Avg. % used)
Aurora Police Department	157,000	281	176 (marked & unmarked)	90	IWIN/FBR	CF28/CF29 Thinkpad	GEAC	GEAC Pub. Sfty	Mega-path	DSL	Neto-pia	Check-point	1.5 mb	80%
Batavia Police Department	25,000	41	14	14	ALERTS	Motorola MW520, MW800	PIPS (new TBD 8/06)	HTE CAD (MotoCAD 10/06)	ICN	Partial T1	Cisco	Juniper	0.768 Mb	25%
Carpentersville Police Department	35,000	83	18	14	New World	Panasonic CF29	New World	New World	DSL	wireless DSL	Cisco	netscreen	4mb	
East Dundee Police Department	4,000	20	8	7	New World	Panasonic CF27/29	New World	New World	DSL	Wireless DSL	Cisco	Cisco PIX	750k on Fox Valley	800k between
Elburn Police Department	4,500	19	7	7	ALERTS	Panasonic CF28/29	In-House	DNA	Data Moving	wireless DSL	Fedora Linux	Same	1.0 MB	-50%
Elgin Police Department	100,000	186	68	72	PMDC	Motorola MW 800	PIMSNET	Print Trak Premire	Fox Valley	DSL	Cisco	Sonic Wall	T-1	
Fox Valley Park Police Department			5											
Geneva Police Department	22,000	37	8		Alerts	Motorola ML900			ICN	Fiber Optic	Cisco	Cisco		
Gilberts Police Department	5,500	18	9	8	Alerts	Motorola ML900's	N/A	N/A	AT&T DSL	DSL	Ethern et	Symantec		
Hampshire Police Department		8	10											
Kane County Forest Preserve	480,000	4 FT 24 PT	7	5										
Kane County Sheriffs Office	80,000	194	70	70	H.T.E.	Panasonic Tough Books	H.T.E.	H.T.E.	Kane Co IT	Very Fast	Cisco	Numerous		
Maple Park Police Department														
Montgomery Police Department	14,000	21	11	8	New World	Panasonic CF29	New World	New World	AT&T	T1	Cisco	Watchguar d		
North Aurora Police Department	14,500	27	8	13	IWIN CAD CLIENT	CF-29/28/73		APD GEAC	VERIZON	1XRTT	IWIN	IWIN	?	
Sleepy Hollow Police Department	3,700	18	4	4	New World	Panasonic CF29	New World	New World	DSL	DSL	Cisco	Pix	T-1	
South Elgin Police Department	22,000	32	28	7	None	Panasonic CF29	PIPS	HTE	Mega Path	DSL Wireless	New Topia	Sonicwall	250 Kbps	
St Charles Police Department	32,000	56	28	20	Alerts	Microsiate	New World i	HTE - soon to be	AT&T and	T1	Cisco 1841	Cisco PIX 515e	1.5 mbps	33%

Sugar Grove Police Department	8,000	22	8	10	/WiN	Panasonic CF-29	New World	New World	MediaCo m	Cable Modem	Sonicwall	Sonicwall TZ170	1.5MBS	
West Dundee Police Department	7,400	22	12	12	New World	Panasonic CF29	New World	New World	Internet and Comcast	Wirexess and Cable	1840 and Proxim 5054-R	Cisco PIX 506 E	Fox Valley / 4Mb on Comcast	between East Dundee
Algonquin Police Department														
Bartlett Police Department			22											
Barrington Police Department			8											
Huntley Police Department														
West Chicago Police Department			14											
Wayne Police Department			5											
Aurora Dispatch														
Elgin Dispatch														
Montgomery Dispatch														
Quadcom	53,000				New World		New World	New World	AT&T	DSL	Cisco	Cisco PIX		
Sheriff Dispatch	80,000	194	70	80	H.T.E	Panasonic CF28,29,51, 72,73	H.T.E.	H.T.E.	KC IT	Fast	Cisco	Dave Siles		
Tricom				0	n/a	none	none	HTE changing to	ICN	T-1	Cisco	Cisco	1.5 mbps	33%
Aurora University	4,500	2	0	0	NA									

Department	Wireless Network	% of units w/non Alerts access	If changing wireless - then to what?	Time frame for change	Interfaces w/other state or local systems &/or programs	Number of IT Staff	IT staff's area(s) of respons-ibility
Aurora Police Department	Verizon,CDPD, 1xett, EVDO	100%	N/A	N/A	Livescan/ LEADS	6	Director, Manager,
Batavia Police Deparment	ALERTS	0 today; 8 of 14 capable	Maybe Verizon,	1-2 Years	LEADS 2000, Tri-Com.	3 full time, 1 part time	All City departments:
Carpentersville Police	4 hotspots	0	looking at verizon	1 year	none	0	
East Dundee Police	4 hotspots	0	looking at verizon	1 year	iclear/kane co/rissnet	1	village network
Elburn Police Department	None	None	DNA	DNA	LEADS	0	0
Elgin Police Department	None	None	Looking at MOTO Mesh	6 months	None	2	CAD - RMS
Fox Valley Park Police							
Geneva Police Department	No		N/A	N/A	none	1	MDC and PD computers
Gilberts Police Department			Verzon	1 Year	None	0	
Hampshire Police							
Kane County Forest Preserve PD	cingular	Four	verizon	within the next few months.	Kane County Sheriff's Office	0	
Kane County Sheriffs Office	Verizon Cingular	0	KCPSN	Already Onboard	LEADS, KCPSN	3	All SW and local HW
Maple Park Police							
Montgomery Police	IWIN	6	Not changing in near future			0	
North Aurora Police	IWIN	0	VERIZON?	1-2 YEARS	IWIN/ICLEAR	1	IWIN/ICLEAR/ APD CADS
Sleepy Hollow Police	n/a	n/a				0	

South Elgin Police Department	IWIN (Verizon)	100%			IWIN	1 - Part time	All
St Charles Police Department	Verizon EVDO in the next 2 years	0	EVDO	2 yrs		3 Shared w/City	Network access, authentication, file/print perving, specifications and trouble shooting
Sugar Grove Police Department	None	100%	Not changing	N/A	N/A	0	N/A
West Dundee Police Department	4 notspots	0	looking at verizon	1 year	iclear/kane co/rissnet	1	village network
Wayne PD	Alerts	0	KCPSN	Within 3 months	Yes	0	