

Techline Communications

Contract, Exhibits and Supporting Documentation

Professional Services Contract

Contract Purchase No. _____

THIS CONTRACT is entered into this _____ day of _____ April 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Techline Communications Inc., after this called "Contractor."

WITNESSETH

WHEREAS, Techline Communications Inc. was selected as the fulfillment partner, under Hyland Software, of the OnBase enterprise document management software solution developed by Hyland Software, which was chosen by Clark County through a cooperative purchasing agreement under the GSA Schedule 70 contract number GS-35F-1427D. Techline Communications has the expertise to provide professional services for Clark County, such as setup, implementation, configuration, training and support of the OnBase software solution. The details of the services to be completed as part of this proposal are attached hereto as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A, which is attached hereto.
2. Duration. The Contract shall be effective beginning the date the agreement is signed by both parties and ending December 31st, 2016
3. Compensation. County shall pay the Contractor for performing said services

upon receipt of a written invoice according to the amount set forth in Exhibit A. The parties mutually agree that in no event shall the amount billed by the Contractor exceed \$160,000.000 without prior written approval of the County.

4. Termination. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the

Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Contract and Exhibit A, a scope of work. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. Equal Employment Opportunity: The Contractor will not discriminate against

any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Any and all revisions to this Contract, including without limitation, any changes in scope, and any increase or decrease in the amount of the Contractor's compensation, shall be in the form of written amendments to the Contract, and shall be mutually agreed upon and signed by both County and the Contractor.

12. Public records act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to: .

Clark County - General Services

C/O Public Records

PO Box 5000

Vancouver, WA 98660

13. Governing Law; Venue. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of

Washington in Clark County, Washington.

14. Confidentiality. Subject to the provisions of section 12, above, with respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Contract.

16. Consent and Understanding. This Contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. Severability. If any provision of this Contract is held invalid, it shall be severed from the remainder, which shall continue in full force and effect as conforming to the terms and requirements of applicable law.

18. Insurance. The Contractor shall maintain Professional Liability Insurance in the amount of Two Million Dollars and Commercial Liability Insurance in the amount of Half a Million Dollars. All parties to this Contract hereby agree that the Contractor's coverage will be primary in the event of any loss. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish a Certificate of Insurance to the County. This Contract shall not be effective until the required certificates have been received and

approved by the County. The Contractor shall send a renewal certificate to the County 10 days prior to any expiration of coverages during the Contract period.

A. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$500,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$500,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

B. Professional Liability (aka Errors and Omissions) The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence, with a maximum deductible of \$25,000. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for

three (3) years after the end of the contract.

C. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance.

Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

All policies must have a Best's Rating of A-VII or better.

IN WITNESS THEREOF, County and the Contractor have executed this Contract on the date first above written.

CLARK COUNTY

Techline Communications Inc.

Mark McCauley,
Acting County Manager

By _____

Printed Name _____

Title _____

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

Clark County Prosecuting Attorney

Amanda Migchelbrink,

Deputy Prosecuting Attorney

Vendor/Contractor:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

Exhibit A ~ Services, Duration and Compensation

Presented by Techline Communications

Section 1: Services

1. Techline will perform a series of tasks to ensure that the implementation of OnBase to Clark County is completed in a thorough and timely manner. The list of tasks or 'phases' is below
 - a. **Discovery Phase:** Techline and Hyland will engage members of Clark County in all of the existing departments that currently use Oracle in an extensive series of conversations to map out every aspect of how the current application is being utilized and what Clark County expects of their new solution. When the Discovery Phase has been completed in satisfactory fashion, the Implementation Phase begins **Assigned cost included in Implementation Phase**
 - b. **Implementation Phase:** During the implementation phase, the initial OnBase solution is typically installed onto a test system at the customer's location. The system is configured according to the specification agreed to at the conclusion of the Discovery Phase. Hyland and Techline engineers will ensure it meets all requirements and expectations which were agreed to previously. During the Implementation Phase, Techline and Hyland engineers will work together with a hybrid of remote and onsite assistance. They will be heading design for every aspect of the solution's implementation and customization.
 - i. **Implementation:** This will include Techline's Professional Services time for two OnBase systems engineers with 300 combined non-continuous hours and one OnBase Project Manager at 60 non-continuous hours. Techline will approach this in a phased building process with the first phase being dedicated to the Oracle migration and initial OnBase solution development across the 11 existing departments. **Assigned Cost: \$54,000.00**
 - ii. **Data Conversion:** Costs to be determined based on further discovery of existing Oracle system/data/document volume numbers to be migrated into OnBase and any available Oracle resources. This determination will be made by Techline and Hyland professionals via on-site testing and discovery. **Estimated cost not to exceed \$50,000.00**
 - iii. **Interfaces:** This will include the OnBase Application Enabler Module complete with needed interfaces. Part of the utilization of the Application Enabler Module will be contingent on testing and discovery of current implementations in the Clark County system. Assigned Techline and Hyland engineers will test any applications the customer deems necessary to interface with OnBase solution and the Application Enabler. **Assigned Cost \$15,000.00**
 - iv. **Integration:** This phase will utilize the Unity Integration Toolkit to complete the needed integrations with backend applications. **Assigned Cost: \$5,000.00**
 - v. **Application Configuration and Setup:** Application configuration and setup has been delineated across the 6 tabs contained in the 'Business Requirements' spreadsheet provided by Clark County during the RFP process pertaining to the functional requirements within the OnBase solution platform. Following is an itemization of costs associated per functional requirement, as such, all of these costs are a subset to be added on but included to the general implementation

1. Electronic Document Management: 5 days: \$6,000.00

2. Content Management: 4 days: \$4,800.00
3. Records Management: 3 days: \$3,600.00
4. Content Capture: 4 days: \$4,800.00
5. Business Processes: 5 days: \$6,000.00
6. eForms Development: 4 days; \$4,800

- c. **Testing Phase:** Upon conclusion of the Implementation Phase, the customer will identify an OnBase pilot user group/department that will run tests on the system using scripts they have created according to their internal testing procedures in order to ascertain if the solution is able to execute all of the necessary functionalities they plan to use in a live environment. Any reported non-conformity will be resolved in a mutually agreeable manner, ensuring the customer will have the exact solution they are expecting. **Assigned cost included in Implementation Phase**
- d. **Training Phase:** Techline will provide engineers to train Clark County users and admins. This training will happen for the most part onsite. Additionally, Hyland offers a large variety of online courses that cover a broad spectrum of everything OnBase. These courses can be used for super-users and admins as well as basic users. Estimated onsite training duration for the 11 departments and various user groups is: **40 non-continuous hours, assigned cost: \$6,000.00**
- e. **Go Live Phase:** After resolving any lingering issues, the solution will be ready to be made available. A plan to go live will be drafted according to the type of solution being implemented by Techline Communications. At the request of the customer (Clark County), or if the specialist deems it prudent, a Techline engineer will remain onsite to resolve any unforeseen issues. The conclusion of this process results in OnBase being installed onto the live system and made available for use. **No Assigned Cost**
- f. **Closing Phase:** Once it is determined that the solution is functioning according to specification, the solution is officially turned over to the Techline Communications support team. Final versions of documentation and guides are delivered, and any additional training that is deemed necessary can be scheduled. **No Assigned Cost**

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