

20812

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
County of Cook and State of Illinois

ADOPTED  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508  
AUG 6, 1998

DOCUMENT IMAGING, SCANNING & RETRIEVAL SYSTEM,  
SOFTWARE, HARDWARE, TRAINING, CONVERSION & SUPPORT SERVICES  
CENTRAL ADMINISTRATION

COUNTY OF COOK  
AND STATE OF ILLINOIS

THE CHANCELLOR

REPORTS

that a document imaging system, scanning station and conversion services are recommended for retention of Board archives in the Office of the Chancellor for scanning, accessing and retrieving official documents approved by the Board of Trustees; and

that a Request for Proposals was prepared by OIT, Board and Purchasing Office staff inviting vendors to submit proposals for:

- ▶ an electronic document system to provide scanning, retrieval capabilities [via WAN and standard PCS], and electronic storage compatible with CCC's Intranet server;
- ▶ conversion services of approximately 40 rolls of microfilm to the electronic system [for years 1966 to 1985];
- ▶ conversion services of approximately 60,000 pages of paper documents [for years 1985 to 1998]; and

that the RFP was publicly advertised and distributed resulting in the receipt of four proposals; and that the proposals were analyzed by staff utilizing the criteria of cost, longevity of the electronic format, user friendly software available, indexing and searching capabilities, support and training, and conversion services costs; and

that one proposal was rejected as non-responsive in that it was for management services only and not a system proposal; and that another proposal was rejected because of extremely high costs which included a requirement for the vendor's ongoing services; and

that the other two proposals were compared in accordance with the requirements of the RFP, and that the system and conversion services offered by Microsystems, Inc. is recommended over the other system because it meets the specific document storage and retrieval needs, possesses a CDROM technology format which allows documents to be viewed on any standard PC using Microsystems' Imagelite software, and is the lowest price.

that Microsystems, Inc. is in compliance with District MBE requirements, and WBE requirements have been waived.

RECOMMENDS

that the Board of Trustees approves the issuance of a purchase order in the total amount of \$65,550.00 to Microsystems, Inc., 625 Academy Drive, Northbrook, Illinois, for the document imaging system, scanning system, training and support services, and for conversion services of the paper documents and microfilm dating back to 1966, in accordance with the RFP dated 5-26-1998.

FINANCIAL

\$65,550.00 -- Educational Fund

Respectfully submitted:

Wayne D. Watson  
Chancellor

August 6, 1998



Microsystems, Inc.

20812

625 ACADEMY DRIVE  
NORTHBROOK, IL 60062

SYSTEMS PURCHASE AGREEMENT

THIS AGREEMENT made this 15th day of OCTOBER, 1998, by and between MICROSYSTEMS, INC. ("Seller") and CITY COLLEGES OF CHICAGO ("Buyer").

- 1. AGREEMENT: Subject to the additional terms and conditions set forth herein, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the system ("System") described herein.
2. PRICE: The Price ("Price") of the equipment inclusive of installation thereof shall be (\$ 49,722.60) DOLLARS plus applicable taxes.
A) If such cash delivered price is increased by Seller, Buyer may, if dissatisfied therewith, cancel this order and any sums previously deposited by Buyer with Seller shall be returned forthwith.
B) Seller shall not be responsible nor liable for any costs or changes necessitated by changes in the regulations and standards of any and all regulatory agencies after the date of the execution of the Agreement.
C) Buyer shall be responsible for and shall pay to the Seller the cost of any additions, corrections or changes to the System that may be requested or required after the execution of the Agreement by the Buyer.

3. DELIVERY AND INSTALLATION: Installation shall commence on or about OCTOBER 28, 1998, and shall be substantially completed on or about OCTOBER 29, 1998. Seller shall deliver and install the System at 226 W. JACKSON, CHICAGO, IL Zip Code 60606 ("Premises", and Buyer agrees to accept delivery and to permit Seller access to the Premises as Seller shall require for the purpose of installing the System.

SYSTEM SHALL CONSIST OF: IMAGEVAULT NETVIEW SYSTEM, IMAGEVAULT SCAN + VIEW SOFTWARE W/CD ARCHIVAL AND MANAGEMENT, 10 USER DATABASE AND LICENSES, SUPPORT FOR ALL, INSTALL AND TRAINING

This Agreement shall not be binding upon Seller unless accepted in writing by an agent of the Seller; and in the event of failure of acceptance the sole liability of the Seller shall be to refund to the Buyer the amount, if any, that has been paid to the Seller upon the signing of this Agreement.

THE BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ THE TERMS AND CONDITIONS THEREOF.

Form for Microsystems, Inc. signature: Accepted by Chris Ripkey, Date 10/15/98, Title V.P., Written By Chris Ripkey, Customer Number.

Form for Board of Trustees signature: BOARD OF TRUSTEES, CITY COLLEGES OF CHICAGO, 226 W. Jackson Boulevard, Chicago, IL 60606. Authorized Signature: Ronald J. Gidwitz, Chairman of the Board. Per Board Report #20812, Patricia A. Burkhardt, Board Assistant Secretary.

THIS AGREEMENT SHALL NOT BE BINDING UPON SELLER UNLESS APPROVED IN WRITING BY AN AGENT OF SELLER IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF SELLER SHALL BE TO REFUND TO BUYER THE AMOUNT THAT HAS BEEN PAID TO SELLER BY BUYER UPON THE SIGNING OF THIS AGREEMENT.

THIS IS A CONTRACT - READ BOTH SIDES CAREFULLY

Handwritten signature of Patricia A. Burkhardt

# 20812

## EXHIBIT A

### Addendum to the Systems Purchase Agreement between The Board of Trustees of Community College Dist. No. 508 and Microsystems, Inc.

The parties hereby agree that the following provisions and documents are a part of and incorporated into the Systems Purchase Agreement ("Agreement"), and shall supersede any provision of the Agreement to the contrary:

1. City Colleges of Chicago's Request for Proposals dated May 26, 1998 and Microsystems, Inc.'s proposal to City Colleges of Chicago dated June 18, 1998;
2. Any and all capabilities of the document recording, indexing and retrieval of CCC documents demonstrated to City Colleges of Chicago, including the following:
  - a. Drill Down Indexing; Indexing Hardcopy by Board Meeting date, Board Report Number, Board Actions, Transcripts and Closed Session Minutes. Indexing of film by date only;
  - b. Securing of Board Closed Session Index with Password Protection as a separate category;
  - c. Training in scanning, storage and indexing of City Colleges' documents after installation; and
  - d. City Colleges' access to Board Report Database through Web-based Internet.
3. Under City Colleges' purchase order # 1060710 for Software and Hardware, a payment of \$24,861.30, was paid on September 17, 1998, toward Microsystems' Invoice #T982708, leaving a balance due on this Agreement at the completion of installation and training of \$24,861.30.
4. Under City Colleges Purchase Order #1060582, for paper and film scanning done by Microsystems, the cost for said services shall not exceed \$12,888.00; invoices have not been sent. Payment shall be due net 30 days after receipt of invoice.

**Seller:**

Microsystems, Inc.

By:

  
Chris Ripkey

Title:

Vice President

**Buyer:**

Board of Trustees of Community College  
Dist. No. 508, County of Cook and State  
of Illinois

By:

  
Ronald J. Gidwitz

Title: Chairman of the Board

Attest:

  
Patricia A. Bueh  
Board Assistant Secretary

APPROVED AS TO LEGAL FORM

  
GENERAL COUNSEL



20812

**End User Software License Agreement for ImageVault™**

**THIS LICENSE AGREEMENT STATES YOUR LEGAL RIGHTS AND OBLIGATIONS RELATING TO THE SOFTWARE. PLEASE READ IT CAREFULLY. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF ITS PROVISIONS AND AGREE TO THEM.**

**1. License.** This ImageVault™ software program and documentation are licensed, not sold, to you. You have a nonexclusive and nontransferable right to use the ImageVault™ software and documentation. You agree the ImageVault™ software and documentation belong to MidWest EDI, Inc. You agree to use your best efforts to prevent and protect the ImageVault™ software and documentation from unauthorized disclosure or use. MidWest EDI, Inc. reserves all rights not expressly granted to you.

**2. Rights of Use.** This agreement gives you a nonexclusive license to use the computer program in object code, storage media and documentation (the "ImageVault™ Software") supplied to you by MidWest EDI, Inc., a Illinois corporation ("MWEDI"), including any updates you acquire under this Agreement. You may use ImageVault™ Software only on a single-user computer, or a network only on one (1) concurrent workstation at a time. You may use, or permit others in your corporation or partnership or affiliated entities to use, ImageVault™ Software only for your or their internal purposes and only on the number of workstations for which you have purchased concurrent run-time licenses ("Run-Time Licenses") at the time you acquired ImageVault™ Software or which you subsequently purchase. For backup purposes, you may make a copy of the ImageVault™ Software.

**3. Limitations on Your Rights.** You acknowledge that the ImageVault™ Software contains valuable trade secrets of MWEDI and its third party licensors, and you agree not to decompile, disassemble or reverse engineer any of the ImageVault™ Software except as expressly permitted. You may not use or modify the ImageVault™ Software in any manner not explicitly permitted by this Agreement or ImageVault™ Software documentation. You may not rent, lease, sublicense, time-share, lend or transfer the ImageVault™ Software except for the transfer of all copies of the ImageVault™ Software to a single transferee who assumes you obligations under this Agreement in writing. You agree not to remove or alter any notices of trademark or copyright contained on or in the ImageVault™ Software, and you agree to include all copyright notices in any copies you make, including backup copies. You may not otherwise make any copy of any of the ImageVault™ Software, nor may you permit its use by more users than the number of Run-Time Licenses you have purchased.

**4. Reservation of Title.** You have only a license to use the ImageVault™ Software as permitted in this Agreement. Title to the ImageVault™ Software remains exclusively in MWEDI or the third parties ("Vendors") who have licensed portions of the ImageVault™ Software to MWEDI. You agree not to use the portions of the ImageVault™ Software owned by the Vendors independently of the ImageVault™ Software or Applications.

**5. Purchase of Run-Time Licenses; Audit Rights.** You may purchase additional Run-Time Licenses at any time so that the ImageVault™ Software may be used concurrently by more users. Contact your dealer for pricing and terms. MWEDI and its representatives and dealers have the right to audit your books and records on five (5) business days notice to determine whether you have purchased sufficient Run-Time Licenses or whether you are otherwise complying with the terms of this Agreement.

**6. Term and Termination.** The license granted to this Agreement shall extend indefinitely unless terminated (a) by you upon written notice to MWEDI, or (b) automatically upon any material violation by you or any of the provision of this Agreement. Upon any termination, your rights to use the ImageVault™ Software immediately cease and you shall be obligated to return the ImageVault™ Software to MWEDI, or destroy all copies of the ImageVault™ Software and send MWEDI written notification of such destruction.

8. **Limited Warranty.** MWEDI warrants for thirty (30) days from the date you purchase the license to the ImageVault™ Software (the "Warranty Period") that the ImageVault™ Software will operate substantially as set forth in the documentation accompanying the ImageVault™ Software. If, during the warranty period, you notice any failure of the ImageVault™ Software to perform ("Error") you agree to report the Error in writing to MWEDI, including sufficient information regarding your hardware and software configuration and the circumstances under which the Error occurred. If MWEDI is able to duplicate the problem and agrees it is an Error, MWEDI will use commercially reasonable efforts to fix the Error within a reasonable period of time, not to exceed ninety (90) days, and to provide a work-around for any critical functions within thirty (30) days. You understand that not all Errors can be corrected, and the ImageVault™ Software is not expected to be Error-free. **THE FOREGOING STATES THE SOLE WARRANTIES MADE BY MWEDI. NEITHER MWEDI NOR ITS VENDORS MAKES ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE DISCLAIMED.**

9. **Technical Support.** During the Warranty Period, MWEDI will send you at no charge any releases and minor enhancements to the ImageVault™ Software that it distributes to its licensees generally without separate charge. You may also call MWEDI for telephone technical support in accordance with the policy described in the end-user documentation. After the expiration of the Warranty Period, you may purchase continued software technical support and warranty services by paying an annual maintenance fee in accordance with MWEDI's current rates. From time to time, MWEDI may make upgrades to ImageVault™ Software available to user's.

10. **Limitation of Liability.** IN NO EVENT SHALL MWEDI OR ITS VENDORS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, LOST REVENUE, DATA, OR USE, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THE LICENSE OR USE OF THE ImageVault™ SOFTWARE OR ANY APPLICATIONS. THIS LIMITATION SHALL APPLY EVEN IF MWEDI OR ITS VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL THE LIABILITY OF MWEDI OR ITS VENDORS EXCEED ANY LICENSE FEES PAID BY YOU TO MWEDI.

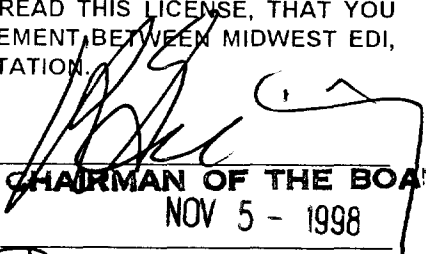
11. **General.** This Agreement shall be governed by Illinois law, other than its provisions concerning the applicability of laws of others jurisdictions. This Agreement is the entire agreement between you and MWEDI and its Vendors regarding your rights to use the ImageVault™ Software. In any proceeding brought to enforce or interpret this Agreement, the prevailing party will also be entitled to recover its attorneys' fees.

12. **Ownership.** You agree that you neither own nor hereby acquire any claim or right of ownership to the ImageVault™ software program and documentation or to any related patents, copyrights, trademarks or other intellectual property. You own only the magnetic or other physical media on which the ImageVault™ program and related documentation are recorded or fixed. MidWest EDI, Inc. retains ownership of the documentation and all copies of the ImageVault™ software recorded on the original media and all subsequent copies of the program at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. This license is not a sale of the original or subsequent copy.

BY SIGNING THIS DOCUMENT YOU AGREE THAT YOU HAVE READ THIS LICENSE, THAT YOU ARE BOUND BY ITS TERMS AND THAT IT IS THE ONLY AGREEMENT BETWEEN MIDWEST EDI, INC. REGARDING THE IMAGEVAULT PROGRAM AND DOCUMENTATION.

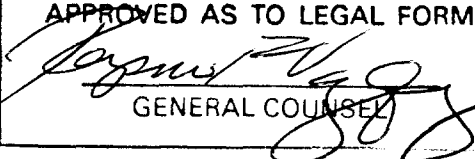
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508  
COMPANY: COUNTY OF COOK AND STATE OF ILLINOIS  
226 WEST JACKSON BLVD.  
CHICAGO, ILLINOIS 60606

Title: \_\_\_\_\_

Signed:   
**CHAIRMAN OF THE BOARD**  
Date: **NOV 5 - 1998**

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**ASSISTANT BOARD SECRETARY**

APPROVED AS TO LEGAL FORM  
  
GENERAL COUNSEL