

August 11, 2009

RESOLUTION NO. 2009-47

**RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE
AUTHORIZING A THREE-YEAR CONTRACT BETWEEN RACINE COUNTY AND
ACOM SOLUTIONS, INC. FOR FORMS SOFTWARE**

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that a three (3)-
year contract with Acom Solutions, Inc. is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that
said contract that is attached hereto as "Exhibit A" and incorporated herein shall provide
that Acom Solutions, Inc. shall provide services as set out in the contract.

BE IT FURTHER RESOLVED that the Racine County Board of Supervisors
authorize changes to other terms and conditions of the contract as the Corporation
Counsel and the Finance Director deem necessary and appropriate.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that
any two of the County Executive, the County Clerk and/or the County Board Chairman
are authorized to execute any contracts, agreements or other documents necessary to
carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

2nd Reading _____

BOARD ACTION

Karen A. Nelson, Chairman

Adopted _____

For _____

Against _____

Absent _____

Robert N. Miller, Vice-Chairman

VOTE REQUIRED: Majority

Thomas Pringle, Secretary

Prepared by:
Corporation Counsel

Russell A. Clark

Q. A. Shakoor, II

Van H. Wanggaard

Pamela Zenner-Richards

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6 **The foregoing legislation adopted by the County Board of Supervisors of
7 Racine County, Wisconsin, is hereby:**

8 **Approved:** _____

9 **Vetoed:** _____

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11 **Date:** _____,

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15 **William L. McReynolds, County Executive**

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INFORMATION ONLY

WHEREAS, using a comparative pricing analysis, Acom Solutions, Inc. was selected in 2000 to provide software products and maintenance in a number of critical areas including: paycheck printing, property tax printing and other online business forms development; and

WHEREAS, Acom Solutions, Inc. has rendered professional, competent products and service and is now offering a three-year maintenance contract that affords Racine County a 20% per year discount; and

WHEREAS, the discount will provide needed savings within the Information Systems Department budget and at the same time reduce tax levy dollars spent to maintain this important package of software products.

LICENSE: Sale of Software hereunder, however defined, constitutes only the grant of a conditional license to Customer to use the program(s) data media, user manuals and any related materials (collectively, the "Software") on a local area network or on a single computer terminal, or in the specific configuration set out above. ACOM will facilitate the migration of the Software to Customer's upgraded software platform for a nominal fee, provided the Software is then under maintenance. Customer agrees to protect the Software from use, reproduction or distribution except as authorized herein. Any other application, and any transfer, sublicense or assignment is prohibited except with the express written consent of ACOM.

SOFTWARE MAINTENANCE: Software maintenance provided hereunder shall be for the period and for the charges set out above from the date of installation through termination, or any extensions or renewals thereof, for which Customer shall receive all enhancements and updates to the Software, and to the documentation for the Software programs included therein, without additional charge except for shipping and handling. In addition, telephone support will be provided without additional charge. Unless written notification to terminate the Software Maintenance Agreement is received by ACOM sixty (60) days prior to the end of the contract term and any extensions or renewals, the Agreement will be automatically renewed based on annual term at the then applicable rate. Maintenance service will be provided on call (a) for **i/400 based products** during ACOM's normal service hours of 8:30 AM to 7:30 PM Eastern time, Monday through Thursday (Holidays excepted) and 8:30 AM to 5:30 PM *Eastern time* on Fridays, or, (b) for **Windows based products** during ACOM's normal service hours of 8:00 AM to 5:00 PM *Pacific time*, Monday through Friday (Holidays excepted), unless otherwise set out above. On site support will be provided at \$1,500 per day plus expenses, one-day minimum. Support is provided for the current and two (2) previous versions. Telephone support for *excepted services* or for services not under Agreement will be provided at \$165 per hour, 1 hour minimum, billed in 30 minute increments. The above rates are subject to change without notice.

EXCEPTED SERVICES: Software maintenance services not covered hereunder are; recovery from total system failure; re-installation to a significantly changed host; faults found not to be related to the covered software; and such other services beyond the scope of ordinary maintenance.

PRICES-TAXES: All of the products are sold FOB warehouse, freight and insurance pre-paid for the account of the customer. Taxes of whatever nature except those taxes based on the income of ACOM, whether billed or unbilled, are for the account of the customer. All charges hereunder are due and payable within thirty (30) days of presentation of invoice. Past due amounts are subject to interest at the lesser of one and one-half percent (1 1/2%) per month or the maximum allowed by law.

DELIVERY & ACCEPTANCE: The implementation of the software provided hereunder may require Customer to make available reasonable access to certain Customer data, information, and assistance, electronic and/or physical. Customer's failure or refusal to timely provide the required access will not relieve Customer from its financial responsibility under this Agreement. Except by mutual consent in writing, Customer agrees to deliver such cooperation in a manner that enables ACOM to complete its implementation services within six months of the date hereof.

TERMINATION: Customer acknowledges that pricing afforded herein is predicated on fulfillment of the Agreement as set out. Upon default in the payment for products or services delivered hereunder, or refusal to accept such products or services when delivered or attempted to be delivered in accordance with the terms of this agreement, then there shall be due and payable to ACOM the full list price for such products and/or services set out above, in addition to such other remedies as may be afforded for breach of the terms herein set out.

LIMITED WARRANTY: ACOM warrants that, when operated within the duty cycles prescribed, all products delivered hereunder shall be free from defects in material or workmanship for ninety (90) days from date of delivery. ACOM's liability pursuant to the foregoing warranty shall be limited to repairing or replacing, at its sole option, the defective product, without charge. In no event shall ACOM be liable for any indirect incidental or consequential damages whatsoever arising out of the use or inability to use products or services sold hereunder.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of California. The parties to this Agreement waive their right to litigation and will submit any controversy or claim arising out of this Agreement to arbitration before a single arbitrator selected through the Judicial Arbitration & Mediation Services, Inc.

Accepted by: _____
ACOM Solutions, Inc.

Accepted by: _____
Customer

By: _____

By: _____

Title: _____ Date: _____

Title: _____ Date: _____