

ORDINANCE NO.: 16-

INTRODUCED BY: COUNCIL MEMBER(S)

WHEREAS, the Department of the County Recorder of Jefferson County, Missouri, Council finds it is in the best interest of the County to renew the bid award for Web Based Software Solution for the term of 1-1-2017 to 12-31-2019 with Cott Systems Inc. with approval of the County Council and County Executive up to the amount of **\$144,950.00** subject to budgetary limitations.

FILED

AUG 02 2016

WES WAGNER
COUNTY CLERK OF JEFFERSON COUNTY, MO

1 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**

2 **AS FOLLOWS:**

3 Section 1. The County authorizes the renewal of the bid awards for an
4 additional one-year term as follows:

5 BID NAME

6 Web Based Software Solution

7 TERM

8 1-1-2017 to 12-31-2019

9 Upon approval of the County Council and County Executive

10 AMOUNT

11 Up to **\$144,950.00**

12 subject to budgetary limitations

13 AWARDED BIDDER

14 Cott Systems Inc.

15 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
16 County Executive to execute a renewal agreement, incorporated herein by reference and
17 attached as Exhibit A. The County Executive is further authorized to take any and all
18 actions necessary to carry out the intent of this Ordinance.

19 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
20 thereto, and any contracts or agreements shall be maintained by the Department of the
21 County Clerk consistent with the rules and procedures for the maintenance and retention
22 of records as promulgated by the Secretary of State.

1 Section 4. This Ordinance shall be in full force and effect from and after its
2 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
3 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Assent</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 25th DAY OF July, 2016:

✓ PASSED FAILED



Renee Reuter, County Council Chair



Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 30th DAY OF JULY, 2016.

THIS BILL WAS _____ VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS
BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF
_____, 2016.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner

Wes Wagner, County Clerk

BY: Katherine E. Missey

Reading Date: 07-25-2016



County of Jefferson

State of Missouri

Administration Center
729 Maple Street · PO Box 100
Hillsboro, Missouri 63050

Ken Waller

County Executive

800-831-6989

EXHIBIT

A

DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

Web Address: www.jeffcomo.org

Nicole Crawford
Human Resources Manager
(636)797-5071 / Fax (636)797-5596

Vickie Pratt
General Services/Contracts & Grants Manager
(636)797-5380 / Fax (636)797-5067

COTT SYSTEMS INC
2800 CORPORATE EXCHANGE DR
COLUMBUS OH 43221

June 30, 2016

Attn: Deborah A. Ball

Your company was awarded a bid for "WEB BASED SOFTWARE SOLUTION" for the County of Jefferson, Missouri in July 2013. The Invitation for Bid allows the County to renew your bid award for an additional three-year term with consent of the awarded bidder.

The County of Jefferson, Missouri may desire to renew this bid award for an additional three year with the same terms and conditions subject to approval by the County Council and County Executive. The new award dates shall be from January 1, 2017 through December 31, 2019.

PLEASE INCLUDE THE FOLLOWING ITEMS:

- 1) This executed renewal letter
- 2) Updated insurance certificates
- 3) Current paid tax receipts for any real or personal property owned in Jefferson County
OR a notarized letter on company letterhead stating that your company does not own any real or personal property in Jefferson County.
- 4) Company Name, Signature, Print, Company Address and Phone completed on next page.

Please sign and return as soon as possible if your company agrees to renew this contract.

Cott Systems, Inc.

Printed Name of Authorizing Agent

07/01/2016

Date

Signature

If your company does not wish to renew this agreement, please advise as soon as possible. Any questions please contact me at (636) 797-5380.

Respectfully,

Vickie S. Pratt

Department of Administrative Services

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this
7th day of July 2016:

Cott Systems Inc
Company Name

County of Jefferson, State of Missouri

Karen L Bailey
Signature

Kenneth B. Waller
Kenneth B. Waller County Executive

Karen L Bailey
Print

Company Address: Cott Systems, Inc.

2800 Corporate Exchange Dr.

Columbus, OH 43213

Phone: 614-847-4405

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

[Signature]
County Auditor

APPROVED AS TO FORM

[Signature]
County Counselor

Addendum for Portal Services

This **Addendum for Portal Services** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached **Portal Software Services Schedule** ("Schedule") and is being executed as an Addendum to Cott's **Master Agreement for Products and Services** in order for Cott to provide the services described herein.

1. **Portal Design.** Cott will establish a website (the "Portal") containing indexed instruments and associated images, or indexed images only, from Customers that participate in the Portal. Cott will have sole authority regarding the design, look and feel of the Portal. Customer grants Cott the right and license to use, publish and display Customer's name, mark or other symbol of office on or in association with the Portal and any advertising or marketing materials associated therewith.
2. **Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified in the Schedule. This Addendum will automatically renew for successive three (3) year periods. Customer may elect not to renew the term by giving Cott notice of non-renewal at least thirty (30) days before the scheduled expiration of the then-current term.
3. **Fees.** Fees for the initial setup and any applicable ACH banking charges will be payable to Cott by Customer. Subscription fees will be payable to Cott by end-users of the Portal and per-page fees will be shared with Customer as described in the Schedule. Cott will have the authority to adjust fees to end-users from time to time but will do so in consultation with Customer.
4. **Portal Access.** The Portal will be accessible by end-users as described by the Portal site. Cott will use commercially reasonable efforts to ensure that the Portal is operational twenty-four (24) hours a day, except for maintenance and periods of shut-down caused by equipment, communications, system or power failure, or other causes beyond the reasonable control of Cott. Customer will notify Cott if Customer becomes aware of any outage, interruption of service, unscheduled down time, decrease in availability or accessibility or other service level deficiency. Except as otherwise expressly stated herein, Cott does not make any warranties regarding the operation or performance of the Portal.
5. **Ownership of Design; Content.** Cott and Customer agree that Cott is the owner of the Portal domain name and the overall look, feel and design of the Portal. Customer owns the data associated with the indexed instruments and/or associated images from Customer's base system. Customer grants Cott a worldwide right and license to use, reproduce, distribute, transmit and publicly display such data in connection with the Portal services and operation of the Portal. The Portal is hosted on behalf of the Customer by Cott.
6. **[This section has purposely been omitted].**
7. **End Users.** Use of the Portal will be subject to Terms of Use and other conditions set forth on the site. Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for end-users of the Portal. Cott agrees to train Customer's staff to enable them to provide customer service to end users. In the event further assistance is needed, the Customer agrees to remain the first point of contact for end-user and Customer will contact Cott to resolve the issue on end-user's behalf. The payment processing account or internet merchant account which enables End Users to pay fees or charges incurred in the use of the Portal is provided by an independent vendor (such as PayPal). Neither the Customer nor Cott is responsible for the conduct of the vendor including as to the collection, storage or confidentiality of End Users' personally identifiable information. Cott does not store personally identifiable information on its servers.
8. **Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing the Portal, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott shall not be responsible or liable for the display or posting of any personally identifiable information including, but not limited to, social security numbers that appear in indexes or recorded documents accessible on or through this Portal. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on the Portal. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system and, through replication, the Portal. Customer will be responsible for implementing and carrying out such standards and any data input errors.
9. **Indemnity.** Customer agrees to indemnify, defend and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to Customer's failure to comply with this Addendum.
10. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED ON THE PORTAL. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND,

EXPRESS OR IMPLIED, WITH RESPECT TO THE PORTAL OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE PORTAL, THE INFORMATION DISPLAYED ON THE PORTAL OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S OR END-USER REQUIREMENTS.

11. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

Portal Software Services Schedule
For Debbie Dunnegan, Recorder of Deeds, Jefferson County, MO
Prepared on June 30, 2016

The **Missouri Portal** provided by Cott Systems is a subscription based internet website containing indices and/or images from multiple recording jurisdictions. Each jurisdiction's records and images are replicated from the jurisdiction's site to Cott's hosted site, and then made available for search to an end-user (searcher) for a subscription fee. Images can also be "purchased" for print or downloaded for a per-page fee. The capability for searching index records and retrieving documents is delivered 24 x 7 using Cott's web-portal technology, and affords each jurisdiction the opportunity to continue to recognize per-page print revenue, even for images "printed" from the internet search.

By leveraging **Missouri Portal's** simple – yet feature-rich – searching experience, and incorporating data and images from many jurisdictions, end users receive both the convenience and the value of substantial amounts of data in one location, combined with one centralized accounting for search and print activity. Created with the end-user in mind, Portal offers many features designed to offer maximum efficiencies in the overall searching experience. Highlighted features include:

- User Accounts with Role and Personalization Management
- Job / User Reference Tracking
- Flexible Subscription Management
- Multiple payment and pre-payment options (major credit/debit cards, PayPal accounts)
- Ability to download images for purposes of printing or future reference

Assumptions and Requirements

Software, Data

- Printed data and images from the portal are not an official record.

User, Certificate, Account

- Portal usage requires named accounts whereby every user is a named user with an individual password.
- An **SSL certificate** for purposes of data encryption and identity authentication is established and managed by Cott; Secure Sockets Layer (SSL) technology protects the site and protects the people that trust us to use our site.
- An **Internet merchant account** with an acquiring institution has been established and is owned and maintained by Cott; this account authorizes purchases and ensures funds are deposited for credit card transactions over the Internet.

Internet Connection

- A high speed connection is to be established at Customer site by the Customer.
- Recommended connection speed is 3 Mbps down, 768 Kbps up. Current minimum requirements are 1.5 Mbps down, 512 Kbps up - minimum requirements are subject to change.
- The quality of the internet connection at the Customer site and its degree of dedication to Cott product(s) affects the overall replication performance, at the time of implementation and throughout the service period.
- A firewall at the Customer site is recommended for added security.
- Customer is responsible for establishing the link from Customer website to Cott Portal.

Portal Software Services Schedule (continued)

Subscription / Service Fees

- This service is funded by the end-users and is subscription based.
- A per page fee is charged for each page downloaded by the end-user.
- Payment for subscription fee and per page fees will be collected by Cott via major credit cards or PayPal accounts.
- All transaction fees associated with owning and maintaining the Merchant Account and collecting fees via the Internet will be paid by Cott.
- Subscription fees will be set at the discretion of Cott based on many factors, including though not limited to: market trends, perceived value, and number of jurisdictions participating. Fees are subject to change.
- Per-page fees will be set at the discretion of Cott based on many factors, including though not limited to: market trends and state legislation regarding amount of revenue a jurisdiction can collect per page for copies obtained by end-users. Fees are subject to change.
- Per page fees collected from images in Customer's jurisdiction downloaded by end-users will be remitted to the Customer via account credit on a monthly basis*.

**At the customer's discretion, credit may be applied towards charges for current Cott services or towards new Cott services.*

Support

- Cott reserves the right to manage promotional advertisements through the Portal site.
- If additional images, such as historical recordings, are to be imported to the Portal site, Customer will coordinate with Cott to do so in a timely manner.
- Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for end-users of the Portal. Cott agrees to train Customer's staff to enable them to provide customer service to end users. In the event further assistance is needed, the Customer agrees to remain the first point of contact for end-user and Customer will contact Cott to resolve the issue on end-user's behalf.

Portal Service: Initial Term: 36 months

Schedule of Payments

Monthly Payment to Customer

\$1.00 per page ^{1 2}

¹ The \$1.00 per page is charged for each page downloaded by the end-user. The monthly payment to the Customer will be issued by the 15th business day of each month and will reflect activity from the previous month.

Service Term:

The Portal Service is automatically renewed for successive three (3) year periods.


Customer's Portal Service will terminate upon:

- 1) Customer is no longer using an updated, supported version of Cott's software in Customer's office.
- 2) Customer elects to remove their index and/or images from the Portal by providing written notice to Cott.

In either case, Cott will be given written notice with no less than 30 days to comply. Customer is entitled to receive payment for pages downloaded by end-users through date of service termination. No refunds to end-users will be made upon Customer termination.

OIB with Portal Services Renewal Schedule
 For **Debbie Dunnegan, Recorder of Deeds, Jefferson County, MO**
 Prepared on **June 30, 2016**

Cott providing the following:

<div> <div>Cott Online Index Books</div> <div>  <div>Software as a Service (SaaS)</div> </div> <div>Renewal</div> </div>		
Modules included: Online Index Books (OIB)	User Licenses: Unlimited search for OIB	Services included: Missouri Portal
Software Assurance <ul style="list-style-type: none"> Software Assurance allows unlimited phone support and unlimited remote support. Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and enhance the ease of operation for you and your staff. 		
Assumptions and Requirements <ul style="list-style-type: none"> A supported version of Cott's Online Index Books Search application is currently installed and running. Customer will continue to designate one point of contact in their office to communicate information to Cott. A high speed connection secured by a firewall is setup by the customer for Cott to access the customer's location. Customer's proper use of software and compliance to all operating instructions. Authorized access to Cott systems products (excluding eSearch) is limited to <u>Jefferson County MO</u> employees, no access may be granted to 3rd party suppliers. 		
Software Lease Fees Schedule of Payments Service Term 36 Months		\$0
<p>The Software Assurance fee for Online Index Books will not be applied on 1/1/2017 for the renewal term provided Customer continues to participate in the Portal by Cott Systems.</p>		

TERM: the new thirty-six (36) month contract term effective from 1/1/2017 through 12/31/2019.

OIB with Portal Services Renewal Schedule (continued)

Cott and Customer have executed this Addendum and these Schedules to be effective as of the date it is signed by Customer. Cott's **Master Agreement for Products and Services** also applies to the provision of services by Cott under this Addendum and these Schedules and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in these Schedules will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

Master Agreement for Products and Services

7/25/2013
(Date Signed)

Hosted Services Addendum

7/25/2013
(Date Signed)

COTT SYSTEMS, INC.
Renewal

Jefferson County, MO
(County, Parish, Town)

CUSTOMER

Deborah A. Ball 6/30/2016
(Signature) (Date)

Deborah A. Ball
(Print Name)

Chief Executive Officer
(Print Title)

[Signature]
(Attest)

Kenneth Waller
(Signature) (Date)

KENNETH WALLER
(Print Name)

COUNTY EXECUTIVE
(Print Title)

[Signature]
(Attest)



Please digitally sign or print and sign original copy/copies for your records.

Once contract is signed, please email or fax the entire contract to Cott.

To: Cott Systems | ATTN Finance Dept | 1.866.540.1072 | contracts@cottsystems.com

OIB with Portal Services Renewal Schedule (continued)

SOFTWARE SPECIFICATIONS*

Workstation

Use one of the following supported browsers:

Internet Explorer 11

Microsoft Edge

Google Chrome

Mozilla Firefox

Broadband High Speed Access

*** If acquiring new hardware for Online Index Books, please contact your sales representative for additional assistance.**

ORDINANCE NO.: 16-

INTRODUCED BY: COUNCIL MEMBER (s)

1 to receive images of the specified Records and process them for access via Cott Systems
2 in the amount of **\$144,950.00**; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is now necessary and
4 in the best interest of the County to amend Ordinance 13-0325.

5 **ORINANCE 13-0325 STATES:**

6 **"Section 1.** The County awards the following bids and proposals which are
7 incorporated by this reference as if fully set out herein, to the lowest and best bidder for
8 each respective item or service as follows:

9 **BID NAME**

10 Web Based Software Solution

11 **TERM**

12 07-22-13 to 7-21-16

13 Upon Approval by the County Council and County Executive

14 **AMOUNT**

15 Up to \$176,930.00

16 Subject to budgetary limitations

17 **AWARDED BIDDER**

18 Cott Systems Inc

19 **PROPOSED AMENDMENT**

20 **Section 1.** The County awards the following bids and proposals which are
21 incorporated by this reference as if fully set out herein, to the lowest and best bidder for
22 each respective item or service as follows:

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BID NAME

Web Based Software Solution

TERM

07-22-13 to 7-21-16

Upon Approval by the County Council and County Executive

AMOUNT

Phase One in the amount of \$176,930.00

Phase Two in the amount of \$144,950.00

For a total amount up to \$321,880.00

Subject to budgetary limitations

AWARDED BIDDER

Cott Systems Inc.

**BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,
COUNCIL, AS FOLLOWS:**

PROPOSED AMENDMENT

Section 1. The County awards the following bids and proposals which are incorporated by this reference as if fully set out herein, to the lowest and best bidder for each respective item or service as follows:

BID NAME

Web Based Software Solution

TERM

07-22-13 to 7-21-16

1 Upon Approval by the County Council and County Executive

2 AMOUNT

3 Phase One in the amount of \$176,930.00

4 Phase Two in the amount of \$144,950.00

5 For a total amount up to \$321,880.00

6 Subject to budgetary limitations

7 AWARDED BIDDER

8 Cott Systems Inc.

9 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
10 County Executive to execute the agreement incorporated by Reference as Exhibit "A" and
11 any agreements or contracts necessary to effectuate the award of the bids and proposals set
12 forth in this Ordinance. The County Executive is further authorized to take any and all
13 actions necessary to carry out the intent of this Ordinance. An unexecuted copy of said the
14 Agreement is attached hereto as Exhibit "A" and incorporated herein, by reference.

15 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
16 thereto, and any contracts or agreements shall be maintained by the Department of the
17 County Clerk consistent with the rules and procedures for the maintenance and retention
18 of records as promulgated by the Secretary of State.

19 Section 4. This Ordinance shall be in full force and effect from and after its
20 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
21 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Robert Boyer	<u>yes</u>
Council Member District 4, George Engelbach	<u>yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Absent</u>
Council Member District 6, Cliff Lane	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 14th DAY OF March, 2016:

✓ PASSED FAILED


Renee Reuter, County Council Chair


Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 15TH DAY OF MARCH, 2016.

THIS BILL WAS _____ VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS
BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF
_____, 2016.

Kenneth B. Waller
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner
Wes Wagner, County Clerk

BY: Katherine E. Missey

Reading Date: 03-14-2016

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as _____ day of _____ 2016: of this

County of Jefferson, State of Missouri

Company Name

Signature


Kenneth B. Waller County Executive

Print

Company Address: _____

Phone: _____

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.



County Auditor

APPROVED AS TO FORM



County Counselor



County of Jefferson

State of Missouri

Administration Center
729 Maple Street • PO Box 100
Hillsboro, Missouri 63050

Ken Waller

County Executive

DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

Web Address: www.jeffco.org

Nicole Crawford
Human Resources Manager
(636)797-5071 / Fax (636)797-5596

Vickie Pratt
General Services/Contracts & Grants Manager
(636)797-5380 / Fax (636)797-5067

PROPOSED BILL MEMORANDUM

To: County Executive, Director of Administration

From: Vickie S. Pratt

Date: 3-3-2016

Subject Matter of Proposed Bill: **WEB BASED SOFTWARE SOLUTION, COTT SYSTEMS INC.,
AMENDMENT TO INCLUDE PHASE TWO**

Council District(s) Affected: All

County Department(s) Affected: Recorder

SUMMARY

The Department of the County Recorder requested an amendment to ordinance 13-0325 to include phase two for the Web Based Software Solution contract.

Ordinance 13-0325 was approved in July 2013 for the contract for Web Based Software Solution contract with Cott Systems Inc. for \$176,930.00. The Contract for needs to be amended to include phase two of the Web Based Software Solution contract for an additional \$144,950.0, for a total amount of \$321,880.00. Phase two will provide the service to receive images of the specified Records and process them for access via Cott Systems.

The Department of the County Recorder requested the amendment to the Ordinance 13-0325 for Web Based Software Solution contract with Cott Systems Inc. for phase two.

Account string charged: 265-0361-5201-9999-999999

Funds spent on current contract: \$174,586.79

This Bill proposes to renew the bid based on the recommendation of the Department of the County Recorder.

PLEASE COMPLETE FORM AND RETURN TO CONTRACTS AND GRANTS. FAX 636-797-5067 OR EMAIL:

~~contracts@co.mo.gov~~ and ~~grants@co.mo.gov~~

Call with any questions: 636-797-5380

CIRCLE ONE OPTION

AWARD – REJECT – CHANGE ORDER			
If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.			
DATE	3/2/16	DEPARTMENT	Recorder
		CONTACT NAME	Debbie
		PHONE NUMBER	X 5419
BID NAME			BID OPENING DATE
TIME SENSITIVE	If yes, explain:		
AWARD BID REJECT BID CHANGE ORDER _____ (give detailed information)			
ANNUAL EXPENDITURE	\$144950		
ACCOUNT STRING(S) TO CHARGE	265-0361-5201		
TERM OF CONTRACT	Continual		
CONTRACT NAME	CL3.WEBBASEDSETR		
COMMENTS (give detailed information and attach any documentation if needed)	Second phase of document Scanning		
	and database creation for historical		
	surveys, to be added to current		
	Online Index Books Software.		

CHECKLIST FOR BILLS

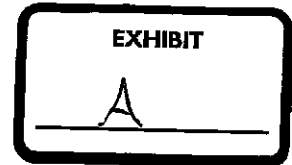
BILL NAME:	Amendment 13-0325 Web Based Software Solution	BILL #:	
	TIME SENSITIVE _____	YES	NO N/A
	IN MEMORANDUM	DEPT.:	Recorder
1.	Contract term - The term should read that the contract will be awarded after approval and signature of both Jefferson County Executive and the awarded vendor for a time period specified on the bid.	<input checked="" type="radio"/> YES	NO N/A
2.	Amount of the award to reflect the actual amount previously spent, or an explanation for increases or decreases	<input checked="" type="radio"/> YES	NO N/A
3.	Account string(s) for the purchase	<input checked="" type="radio"/> YES	NO N/A
4.	Funds that were spent in the last year, if applicable \$: <u>174,586.79</u> Start date: <u>7-22-13</u> End date: <u>3-3-14</u>	<input checked="" type="radio"/> YES	NO N/A
	IN ADDITIONAL DOCUMENTATION		
5.	Any detailed information regarding the contract submitted by the Department Director or Elected Official overseeing the bid	<input checked="" type="radio"/> YES	NO N/A
6.	Bid tabulations - Award or Renewal	YES	NO <input checked="" type="radio"/> N/A
7.	Exhibit(s), if applicable	<input checked="" type="radio"/> YES	NO N/A
8.	Renewal letter(s), if applicable	YES	NO <input checked="" type="radio"/> N/A
9.	Previous ordinance(s), if applicable	<input checked="" type="radio"/> YES	NO N/A
10.	Certificate of Insurance for potential awarded vendor(s)	YES	NO <input checked="" type="radio"/> N/A
11.	E-Verification for potential awarded vendor(s)	YES	NO <input checked="" type="radio"/> N/A
12.	Delinquent Taxes	YES	NO <input checked="" type="radio"/> N/A
13.	Letter stating vendor(s) does not own any real or personal property in Jefferson County	YES	NO <input checked="" type="radio"/> N/A

2nd
Phase

CHECKLIST FOR BILLS

BILL NAME:	Amendment 13-0325 Web Based Software Solution	BILL #:	
	TIME SENSITIVE _____	YES	NO N/A
	IN MEMORANDUM	DEPT.:	Recorder
1.	Contract term - The term should read that the contract will be awarded after approval and signature of both Jefferson County Executive and the awarded vendor for a time period specified on the bid.	<input checked="" type="radio"/> YES	NO N/A
2.	Amount of the award to reflect the actual amount previously spent, or an explanation for increases or decreases	<input checked="" type="radio"/> YES	NO N/A
3.	Account string(s) for the purchase	<input checked="" type="radio"/> YES	NO N/A
4.	Funds that were spent in the last year, if applicable \$: 174,586.79 Start date: 7-22-13 End date: 3-3-16	<input checked="" type="radio"/> YES	NO N/A
	IN ADDITIONAL DOCUMENTATION		
5.	Any detailed information regarding the contract submitted by the Department Director or Elected Official overseeing the bid	<input checked="" type="radio"/> YES	NO N/A
6.	Bid tabulations - Award or Renewal	YES	NO <input checked="" type="radio"/> N/A
7.	Exhibit(s), if applicable	<input checked="" type="radio"/> YES	NO N/A
8.	Renewal letter(s), if applicable	YES	NO <input checked="" type="radio"/> N/A
9.	Previous ordinance(s), if applicable	<input checked="" type="radio"/> YES	NO N/A
10.	Certificate of Insurance for potential awarded vendor(s)	YES	NO <input checked="" type="radio"/> N/A
11.	E-Verification for potential awarded vendor(s)	YES	NO <input checked="" type="radio"/> N/A
12.	Delinquent Taxes	YES	NO <input checked="" type="radio"/> N/A
13.	Letter stating vendor(s) does not own any real or personal property in Jefferson County	YES	NO <input checked="" type="radio"/> N/A

**Hosted Online Books Index with Records Schedule
For Debbie Dunnegan, Recorder of Deeds, Jefferson, MO
Prepared on February 24, 2016**



Cott to provide the following:

Online Index Books for Geographic Index

Cott Systems will provide the service to receive images of the specified Records and process them for access via the "Search" feature in Cott's On Line Index Books application. Unique features within the application will allow users to search manual images online. Users can search by Section, Township and Range coordinates for unplatted land and by Subdivision or City lot name for platted land, be placed on the first page where entries reside, then electronically "page" through to perform a visual search for the desired Historical Survey.

Portal for Online Index Books

Historical Survey images will be made available on customer's Portal site.

Records for Online Index Books as follows:

Index Source: Cott to create index logic from Historical Survey records

Index Style: Geographic Index

Record Source: Onsite Scanning by Cott

Records	Date Range	Sheet Size	Total Images	Type of Binder
Historical Surveys	1819 - 1985	from 8.5x11" up to 40"x40"	90,000	Records are loose and organized in file drawers by mets / bounds or platted lands.

Total Estimated Record Images: 90,000

Assumptions & Requirements for Online Index Books

General Assumptions


- A supported version of Cott's Online Index Books Search application is currently installed and running.
- The import software program is for this project's use and shall expire upon completion of this project.
- Source documents provided by the Customer are assumed to be of usable quality, are complete, and are numbered and presented in sequence.
- Images provided to the Customer by Cott will be monochrome (black and white), CCITT Group 4 format, single-page Tagged Image File Format (TIFF) files at 200 x 200 DPI.

General Requirements

- Cott will track the Customer's media/images from receipt to return.
- Cott will send a team on-site to the customer's location to gather images utilizing Cott's On-site Scanning Process.

Hosted Online Index Books with Records Schedule (continued)

- Cott will provide Quality Control for sequencing, and naming of images to match the actual numbers on the documents.
- If applicable, a Missing Page Report will be provided in the event missing pages are encountered.
- Upon starting the project, updates will be given to the Customer until the project is completed.
- Cott will utilize digitizing settings that apply to the largest majority of the images during the data capture process.
- Digital images will be produced using the source documents in the customer's office. Image quality and readability will be directly dependent on the quality of the source documents. If substandard images are encountered during the scanning process, Cott will contact the customer and offer alternatives to improve quality and readability. Alternatives involving additional expense to the customer will be reviewed and implemented only with proper Customer approval.

Cott Online Index Books	
 <p><i>Software as a Service (SaaS) Cott Hosted Deployment</i></p>	
Project Scope: OIB software, building index logic, onsite scanning and quality control, implementation of software, and software assurance & support	
GB of Images – this project will yield approximately 26 GB worth of images	
Major Project Steps	About the Project Steps
Scanning	Cott will assign project team, review and complete scope of work details, capture images based on OIB search strategy, track media
Resynch (naming images) Quality Control	Cott will review the images for quality, rescan unacceptable images while on-site, name images based on OIB search strategy, report missing images
Index Logic Build Project Management Testing	Project team determines index build strategy, which is unique to each index series, creates index of each page by either section, township, range number or subdivision, town, city name, tests each index build from a search perspective
OIB Software Setup & Import	Cott software will manage the index; Cott will install new index series to software program, load images.
Access Permissions	Review and setup of data/image access permissions.
OIB Software Support	Software update, Customer Support

Hosted Online Index Books with Records Schedule (continued)

Data Access Permissions

Please check below the appropriate data access permissions:

- ☐ Staff Only.
- ☐ In office public search stations.
- ☐ County offices such as Auditor's office.
- ☒ Any Internet users.
- ☐ Other, please explain: _____

Fees

\$144,950

Project Fee \$55,550
Image Fee \$89,400¹ – based upon estimated images
Total Fee \$144,950

¹ Fees are based in part on the initial estimated number of images, which was prepared based on information provided from an on-site survey of the records. If the actual number of images processed is less than the estimate, Customer will be invoiced for an aggregate amount that is less than the total specified herein. If the actual number of images processed is higher than the initial estimate, additional image charges will apply that will be the responsibility of the Customer. Cott will notify Customer of any additional charges.

Schedule of Payments

Invoice upon receipt of signed contract	\$72,475
Due upon subsequent invoices	\$72,475 ²

² Cott will issue subsequent invoice(s) until the project is complete. Invoice(s) will be issued to reflect project fee plus the actual number of images processed by Cott for the previous month. Invoice(s) may also be issued for the actual number of images imported by Cott for the previous month. Cott will apply any applicable credit on your account from the initial down payment.

Invoices are due within thirty (30) days of issue.

Customer to provide the following: Access to Hardcopy documents
Microsoft Windows Proficiency

High Speed Internet Connection



Hosted Online Index Books with Records Schedule (continued)

Cott and Customer have executed this Schedule to be effective as of the date it is signed by Customer. Cott's Master Agreement for Products and Services also applies to the provision of services by Cott under this Schedule and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Schedule will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

This Schedule may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Schedule, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.

Master Agreement for Products and Services

7/25/2013
(Date Signed)

Addendum for Backfile Services

7/25/2013
(Date Signed)

Hosted Services Addendum

7/25/2013
(Date Signed)

COTT SYSTEMS, INC.

Hosted Online Index Books

Deborah A. Ball 2/24/2016
(Signature) (Date)

Deborah A. Ball

(Print Name)

Chief Executive Officer

(Title)

Jane E. Miller

(Signature)

Jefferson County, MO

(County, Parish, Town)

CUSTOMER

Kenneth Walker 3/23/2016
(Signature) (Date)

(Signature)

(Date)

(Print Name)

(Title)

(Signature)

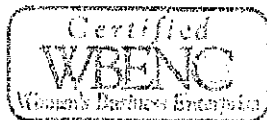
(Date)

(Signature)

(Date)

PLEASE NOTE:

The pricing in this offer is valid through 8/24/2016. After this date, this offer will be priced at the then current rate and will be subject to current costs equal to +/- 10%



Customer acknowledgment also required on page 3.

Please digitally sign or print and sign original copy/copies for your records.

Once contract is signed, please email or fax the entire contract to Cott.

To: Cott Systems | ATTN Finance Dept | 1.866.540.1072 | contracts@cottsystems.com

BILL NO.: 13-0717

ORDINANCE NO.: 13- 0325

INTRODUCED BY: COUNCIL MEMBER (s) Kreither

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR WEB BASED SOFTWARE SOLUTION; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND PROPOSALS.**

8 **WHEREAS, Jefferson County, Missouri, (hereafter, the "County") in response to**
9 **certain Invitations for Bid and Requests for Proposals issued by the County received bids**
10 **and proposals for the following items or services:**

11 BID NAME

12 Web Based Software Solution

13 NUMBER OF BIDS RECEIVED

14 3

15 DATE OF BID OPENING

16 6-11-13

17 **WHEREAS, after reviewing the bids and proposals set forth above, the County**
18 **has determined that certain bids and proposals represent the lowest and best bid for the**

FILED

JUL 26 2013

1 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
2 County Executive to execute the agreement incorporated by Reference as Exhibit "A"
3 and any agreements or contracts necessary to effectuate the award of the bids and
4 proposals set forth in this Ordinance. The County Executive is further authorized to take
5 any and all actions necessary to carry out the intent of this Ordinance. An unexecuted
6 copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein, by
7 reference.

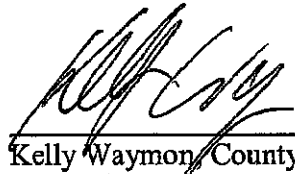
8 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
9 thereto, and any contracts or agreements shall be maintained by the Department of the
10 County Clerk consistent with the rules and procedures for the maintenance and retention
11 of records as promulgated by the Secretary of State.

12 Section 4. This Ordinance shall be in full force and effect from and after its
13 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
14 shall not affect the remainder of this Ordinance.

**THIS ORDINANCE BEING DULY INTRODUCED, THE MEMBERS OF
THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski,	<u>Yes</u>
Council Member District 2, Renee Reuter,	<u>Yes</u>
Council Member District 3, Robert Boyer,	<u>Yes</u>
Council Member District 4, George Engelbach,	<u>Yes</u>
Council Member District 5, Terri Kreidler,	<u>Yes</u>
Council Member District 6, Cliff Lane,	<u>Yes</u>
Council Member District 7, Kelly Waymon,	<u>Yes</u>

THIS ORDINANCE IS PASSED THIS 22nd DAY OF JULY 2013.



Kelly Waymon, County Council Chair

ATTEST:



Wes Wagner, County Clerk

BY: 

APPROVED THIS 25TH DAY OF JULY 2013.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner

Wes Wagner, County Clerk

BY: Amy Aivole

Deputy Clerk

First Reading: 07-22-2013



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG



Request for Proposal: **WEB BASED SOFTWARE SOLUTION**

Date Issued: **5-13-13**

PROPOSALS SHALL BE ACCEPTED UNTIL: **TUESDAY, JUNE 11, 2013, AT 2:00 P.M. LOCAL TIME.**

**Specification
Contact:**

DEBBIE DUNNEGAN
Department of the Recorder
636-797-5419

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME
VENDOR ADDRESS
CONTACT NUMBER **DEPARTMENT OF THE COUNTY CLERK**
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)

**Contract Term:
Upon approval by
the County Council
and County
Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Cott Systems, Inc **Deborah A. Ball**
Company Name **Authorized Agent (Print)**
2800 Corporate Exchange Dr. **Deborah A. Ball**
Address **Signature**
Columbus OH 43221 **President, CEO**
City/State/Zip Code **Title**
614-847-4405 **31-4157730**
Telephone # **Date** **Tax ID #**
dball@cottsystems.com **614-847-3737**
E-mail **Fax #**

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PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage

Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

EJP

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required () Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X) Required () Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffco.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive

any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Mo.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

DEBBIE DUNNEGAN – COUNTY RECORDER – 636-797-5419

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Deborah Ball (Name of Business Entity Authorized Representative) as CEO (Position/Title) first being duly sworn on my oath, affirm Cott Systems, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Web Based Software Solution (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Cott Systems, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Web Based Software Solution (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Deborah Ball
Authorized Representative's Signature

Deborah Ball
Printed Name

President, CEO
Title

6-6-13
Date

Subscribed and sworn to before me this 6th of June. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Fairfield, State of
(NAME OF COUNTY)

Ohio, and my commission expires on 11-2-2013.
(NAME OF STATE) (DATE)

Sharon L. Lang
Signature of Notary

June 6, 2013
Date

SHARON L. LANG

NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION EXPIRES NOV. 2, 2013

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Cott Systems, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Deborah Ball
Authorized Business Entity
Representative's Name
(Please Print)

Deborah A Ball
Authorized Business Entity
Representative's Signature

Cott Systems, Inc.
Business Entity Name

6-6-13
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

JEFFERSON COUNTY, MO
Request for Proposal

WEB-BASED SOFTWARE SOLUTION
For
SEARCH, RETREIVAL & PRINTING OF
HISTORICAL DEED INDEXES
And
ASSOCIATED DOCUMENTS

PROJECT OVERVIEW

The Jefferson County Recorder of Deeds utilizes many manual Grantor/Grantee based Deed index books that are still in constant use by the searching public. Throughout the years, the style and size of these indexes have changed by the underlying methodology has remained the same. Indexes are organized and searched using the surname of the Grantor or Grantee of the document being recorded. The ultimate function of the index is to efficiently direct the public to the location of the physical document such as a deed, mortgage, release, etc. These documents traditionally have been stored in hardcopy books of varying sizes.

Because of anticipated costs and liability concerns, the Recorder is not interested in considering a project to re-index the data from the manual indexes for inclusion in the exiting Land Records Management System database. Instead, the County is seeking proposals for a software solution with associated on-site scanning services, setup, implementation and on-going support from a vendor. The software must emulate the search logic used by the County's existing manual indexes thereby allowing electronically captured and cataloged images to be available via the County's Intranet and the Internet. In addition to searching the electronically captured images of the index, the software should, after finding the desired book and page reference, support easy retrieval, viewing and printing of the associated document images such as a deed, mortgage, etc.

The County desires to enter into an agreement with the selected vendor whereby the vendor would host the search application and all the scanned index book and record book images for Internet access. Access and printing of documents would be completely managed by the vendor using ecommerce capabilities. The County seeks a revenue share model with the vendor.

SEARCH, RETRIEVE AND PRINT SOFTWARE MUST HAVE THE FOLLOWING FUNCTIONALITY

- ☐ The software application must be web based and ready for deployment on a Vendor hosted website.
- ☐ The software, with proper setup and implementation by the vender, should result in a system that emulates the search logic used by the manual indexes thus making it transparent to the user. Anticipated new users utilizing the system via the Internet who are not familiar with the manual indexes must not be required to view the key tables, index chart or sub index sheets to perform a search.
- ☐ In order to completely emulate the search logic used by the manual index the software must recognize the same number of alphabetical breakdowns as utilized by the manual index. For example, if the manual index breaks the alphabet into 26 units, so must the search logic of the software. If the manual index utilizes 115 or more alphabetic units, so must the search logic of the software.
- ☐ If the logic of the manual index separates grantor surname entries from grantee surname entries, so must the search logic of the software.

O If the logic of the manual index separates individual surnames from firm names, so must the search logic of the software.

O If the logic of the manual index separates common names such as Jones, Smith, etc., so must the search logic of the software.

O After entering the surname, or any stem of the name, the system should retrieve all images of entries matching the search criteria. Images retrieved should be selected based on the first character, first two characters, or first three characters of the surname depending on the search logic of the manual index.

O It is required that only the images matching the search criteria be retrieved. If more than one image is retrieved the software should display the first image in full screen view with subsequent images as "thumbnails".

O Software must utilize an image view that supports, magnify, pan, flip, rotate, insert and print. The software must provide easy navigation through the "thumbnail" images.

O While displaying the image(s) of the index entries meeting the search criteria the system should also display textual information indicating the beginning and ending range of the alphabetical unit being retried (which should match the alphabetical unit in the manual index). For example, if searching the surname *WATERS* the software should inform the user that all images starting with *Wa* and ending with *Wg* are being retrieved by the software.

O While displaying the image(s) of the index entries meeting the search criteria the system must allow the operator the ability to view the desired document by entering the document's recorded book and page number. (Note: Proper retrieval of the document assumes that it has been scanned and properly named.)

O While displaying the document image, the software should provide buttons for quick navigation through the images. These options include viewing next page, next 5 pages, next 10 pages, prior page, prior 5 pages and prior 10 pages.

O While displaying the document image, the software should provide for the viewing of another image by entering a new book and page number.

O Navigation buttons should also allow for returning to the index page or starting a new name search.

O Software must support redacted images for "public" searchers and un-redacted images for the Recorder's staff. (Redaction is not part of this request for proposal, but redaction must be supported by the software if necessary in the future.)

O Software must allow the Recorder to manage accounts (add, change, delete) and establish user name and passwords to control access to the search application.

WEB HOSTING with REVENUE SHARE MODEL

The Recorder seeks to create an Internet presence without the expense and overhead associated with launching their own website. Therefore, the vendor should offer web hosting services on a managed secure server. Access and printing of documents would be offered from the hosted site. An ecommerce component of the site should allow for flexible subscription options and support payments by credit card and/or PayPal. Revenues generated by the hosted site would be shared between the County and the Vendor. Please describe the revenue share model in your bid response.

SCOPE OF WORK – ON-SITE SCANNING REQUIREMENTS

There are 85 Index books that will need to be scanned containing recordings from 1819 through March, 1985. It is estimated 27,944 pages are in these books. It is estimated that 6,244 of these images are digital, 13,600 images are on roll film and that 8,100 are on 14" w x 18 1/2" L loose leaf pages in mechanic opening binders. Books will not be permitted to leave the Recorder's office.

There are 814 Record books that will need to be scanned containing an estimated 526,550 images. Book sizes vary and some are tight bound that must not be cut apart to facilitate scanning. It is estimated that 67,200 of these images are digital, 209,100 images are on roll film and that 250,250 are on aperture cards. Books will not be permitted to leave the Recorder's office.

PROJECT MANAGEMENT

To provide a smooth and seamless implementation of this project, the vendor should assign a Project Coordinator to the project. The Project Coordinator should receive the survey and evaluate the project details gathered to date and work to determine the additional information needed to complete the project. A customized project plan must be provided to the Recorder for approval. As work progresses, the Project Coordinator must update the project plan and keep the Recorder informed of the status and timeline.

SOFTWARE SUPPORT

The vendor must offer software support for their solution and be available by means of a toll free number and available Monday through Friday, 8:00 AM through 5:00 PM, Central Time. Software Support must entitle the County to receive, at no additional charge, software patches and software releases which increase the speed, efficiency or ease of operation of the current version of the software.

REFERENCES

The vendor should include in their bid response three references of other County Recorders, Clerks or Register of Deeds where historical index books and associated recorded book images are managed by the vendor's software application along with the website address where the software can be viewed by the Jefferson County Recorder.

TOTAL OF COST OF SOFTWARE \$
(Must include installation and training)

126,830.⁰⁰

SWP

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 20th day of June 2013:

Cott Systems, Inc.
Company Name

County of Jefferson, State of Missouri

Deborah A. Ball
Signature
Deborah A. Ball
Print

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address:
2800 Corporate Exchange Dr. Suite 300
Columbus, Oh 43231
Phone: 614-847-4405

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

[Signature]
County Auditor

APPROVED AS TO FORM

[Signature]
County Counselor



INFORMATION MANAGEMENT SOLUTIONS

June 7, 2013

Department of the County Clerk
Jefferson County Missouri
729 Maple St.
Hillsboro, MO 63050-0100

Dear Ms. Dunnegan:

Cott Systems, Inc. (Cott) is pleased to respond to Jefferson County's **Request for Proposal for Web Based Software Solution** for the County Recorder due June 11, 2013.

Cott is a privately held technology company that specializes in solutions for county court and land records. Cott was founded in 1888, manufacturing index, docket and deed books found today in many municipalities and counties, including Missouri counties. Cott has evolved into a technology company and continues to focus on "best in class" court and land records solutions. Cott offers its products and services to 19 states.

We are proposing a proven solution meeting all functional requirements stated in the RFP. It is successfully installed and operating in both Franklin and Lincoln county Missouri. We are proposing public access to the historical documents outlined in the RFP through our Missouri Portal website at <https://cotthosting.com/moportal/User/Login.aspx?ReturnUrl=%2fmoportal%2findex.aspx>

Cott Systems hereby understands and agrees with the scope of services and accepts all other requirements, terms, and conditions in the RFP.

Ms. Kimberly Tarpey, who represents Cott System's in the state of Missouri is authorized to serve as Cott's contact persons with authority to answer questions regarding this RFP. Kimberly can be contacted at: (515) 770-3552 or by email at ktarpey@cottsystems.com.

I am the authorized representative for Cott to be notified regarding legal/contractual issues. My contact information is listed below.

Sincerely,

A handwritten signature in cursive script that reads "Deborah A. Ball".

Deborah Ball
President, CEO
Cott Systems
2800 Corporate Exchange Drive, Ste. 300
Columbus, Ohio 43231
(614) 847-4405 ext. 255
Email: dball@cottsystems.com

Section 1



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Section 2



Company Overview



Cott Systems, Inc.
2800 Corporate Exchange Dr.
Columbus, Ohio 43231-7661
800.234.2688



RFP Contacts

Contract Negotiation:
Bob Manilla
Director of Sales
bmanilla@cottsystems.com

Company Overview

Cott Systems, an innovator in public records management for more than 123 years, is today's leader in technology solutions and services for recording, imaging, and searching land records across 19 states. Through an industry-leading research and development process that includes significant customer involvement, Cott is driving new technologies and services for local governments by employing up-to-the-minute information and workflow automation, data management and migration, professional services, hosting (Cloud Computing / SaaS) and disaster planning services.

Cott is a chapter "S", privately held corporation, headquartered in Columbus, Ohio. Cott employs 80 full-time associates whose average tenure with Cott is 11 years and average experience in this industry is 15 years. The company principals are Deborah Ball, CEO; and Karen Bailey, Treasurer, descendants of the original founders of Cott Systems.

Cott has been delivering innovative products and services to local government offices since our beginning in 1888, when we served local governments by providing index and record books. Our proven experience and knowledge continues to expand into innovative, automated systems for recording, imaging and searching land records. Cott remains actively involved in various regional meetings across the United States and on a national level. We have been a member of IACREOT since its inception 35 years ago. We are also active members of NACRC and PRIA where we strive to ensure that our solutions are utilizing best practices and recommended guidelines as defined by these organizations. Additional information can be found on Cott Systems by visiting our website at www.cottsystems.com.

Cott not only builds effective solutions that save local government time and money, we build a partnership that our customers and their patrons can count on. We partner with our customers to ensure their experience with our company and software solutions are of the highest value and considered best-in-class. From beginning to end, the change is managed with experienced, skilled professionals guiding the way.

History of Our Products & Services

Prior to our entry into the world of computers, we utilized our expertise to design "modern" manual index systems. These systems provided improved ease and search ability for the public in locating the desired record book and page reference. As early as the 1930s, we provided a service of reindexing old inefficient (Grantor/Grantee) name based indexes into Cott developed indexes. Although the process was time consuming and performed without the aid of computers, the resulting product was praised by the searching public for its effectiveness.

The reindexing expertise we gained from our heritage is still in great demand today. We combine our experienced Data and Image Services staff with the talents of our Technology Solutions Division to develop and provide all the services a county recorder, town clerk, or register of deeds needs to meet the goals of preserving and modernizing the rich land history of their county/town.

With the rapidly changing world of computer technology, we enhanced our relationship with local governments in 1964 by expanding our company as a service bureau. To this day, we continue to provide data processing services and periodically produce alphabetized indexes for land and other vital records.

In 1978, as computer technology became more affordable for large government entities, we developed systems to provide our customers the ability to produce alphabetized indexes on site. We complemented this service with long-term merges of records from flexible disks or magnetic tape.

In the 1980s, dramatic decreases in the cost of computer systems made it possible for many local governments to take advantage of improved efficiencies by centralizing their operations (as opposed to distributed processing with various systems housed in affiliate offices). With this centralization came the opportunity for local governments to improve customer service and realize fee income by providing the private sector with computer access to public records.

The 1990s saw document imaging become a central strategy in land record and vital record management for local government. With our vast experience in designing and supporting indexing systems Cott developed a document imaging system for a total records management solution. Since our first installation in 1993, our solutions for county recorders, town clerks, and registers of deeds has been "re-invented" several times and currently receives continual enhancements that take advantage of new technologies and hardware.

Today we provide fully integrated land and court records management solutions designed to empower public officials to fulfill their statutory obligations as custodians of official records, deliver superior constituent service, and improve office efficiency. Our most recent land records system, Resolution3 provides all the tools needed for cashiering, indexing, imaging, archiving and retrieving of documents including access of the system via the Internet, eCommerce and eRecording. Cott Systems has also met the needs of helping county recorders, town clerks and registers of deeds protect their constituents from property fraud by developing PropertyCheck, a property fraud alert system that is included in Resolution3.

Cott Philosophy

For 123 years, we have utilized our people and our technology to accomplish only one thing: help the local land records official and clerk of court deliver exceptional service to their public. We pride ourselves on three core values:

1. **Innovation:** Cott focuses on Research & Development with the objective of helping our customer advance to the next level of efficiency, service and integrity. Cott invests 3-5% of our annual revenue into the development of new products and services. This investment has resulted in 13 new products since 2005 – including eCommerce, eRecording, Auto-Indexing, Day Forward Redaction, eBackup, PropertyCheck and many more.
2. **Customer Service:** Cott is about people—people who care about this business and our customer's success. Our associates remain ready to help our customers solve issues and implement programs that help their operation. Our management philosophy is *"serve the customer or serve someone who is."* We are a customer centric organization who is committed to creating and maintaining raving fans within our customer base. The best evidence of our customer service philosophy and satisfaction lies with our customer retention statistics: 246 customers in 19 states. We have lost only 1 customer since 2006.
3. **Dedication and Experience:** Since 1888, Cott continues its long tradition of customer service and dedicated focus on our core customer – the recorder of land and court records in local government. Cott provides this dedication and experience because of our associates who possess a wealth of experience and knowledge. Cott is committed to protecting our greatest asset, our associates, by offering competitive salaries, benefits, continued education & training, and a friendly, family-oriented work environment. As a result, we have an impressive tenured workforce – including the programming staff; the same programmers who developed Resolution (back in 2001) are still here with Cott and have been instrumental in developing Resolution3, our latest flagship product.

Cott's philosophy of service is to lead the way with innovation, customer service, dedication and experience to create raving fans. Our continued growth strategy is developed to retain current customers by providing them with additional value-add products & services and to add new customers. To succeed, we will continue to remain focused on a culture of innovation and execution.

Section 3



Software Overview

Increased Demand for Public Access Requires a New Way of Thinking

For many years counties across the country have enjoyed the benefits received from automated land records systems. Public searchers of this information have become accustomed to utilizing the computer to search public records, whether at the county courthouse or remotely via the Internet. However, most counties only have electronic search databases starting in the 70's or 80's leaving many users with the task of going to the Recorder's office to research the large handwritten Grantor & Grantee indexes the way it was done in the "old" days.

Traditional Re-indexing of Manual Books

The traditional method of extending the historical database was to re-index data elements from the documents including information such as names, recording date, kind of document, book/page and brief legal description. A successful re-indexing project brought increased value to the searching public. Unfortunately, it is a process that is extremely time-consuming, expensive and opens up a variety of liability issues as humans manipulate the data.

Online Index Books— Today's Alternative

On-Line-Index-Books (OIB) combines digital images of the index books and related record books, unique retrieval software and our professional services staff who understand the search logic utilized by your manual index systems.

Benefits of an OIB Solution

OIB allows users to search manual index books and associated documents online and since the search is web based it's ready for the Internet. Users can search a name, be placed on the first page of the index book where that name resides, then electronically "page" through the appropriate section of the index. Once an entry is located, the user simply enters the book and page of the document and its image is provided. No more pulling books off shelves or using microfilm. No more needless wear and tear on valuable historical records.

OIB Has Index Intelligence

Have you ever needed to explain how to use the manual index books to those unfamiliar with your office? Can you imagine how many more questions you would receive if available to Internet users?

Because we “build” the search logic of your particular index into the software there is no need to understand how the manual indexes work. Simply answer the questions from the screen and OIB will bring up the appropriate starting image for your search.

Other Features Include:

- Custom built alphabetical breakdowns to match your manual system.
- Supports multiple index series with different index methods.
- Supports commonly used names, often known as “setout names”
- Easy navigation of images through “thumbnails”
- Image viewer that supports magnify, pan, flip, rotate and print.
- Textual information on screens to prevent users from losing their place.
- Only three easy screens.
- Navigation buttons for viewing next and previous page or a specific page number.
- Supports viewing redacted images for “public” searchers and unredacted images for staff.
- OIB can be managed by Cott’s e-commerce product.
- Information can be hosted by Cott, if desired.

Section 4





Online Index Books with Record Books

Cott Systems will provide the service to receive images of the specified Index Books and Record Books and process them for access via the "Search" feature in Cott's On Line Index Books application. Unique features within the application will allow users to search manual index book images and associated document images online. Users can search the name using the logic provide by the existing index, be placed on the first page of the index book where that entry resides, then electronically "page" through the index book to perform a visual search for the desired index information. Once an entry is visually located, the user simply enters the starting book and page, of the document and the image is provided.

Project Management

To provide a smooth and seamless implementation of this project, Cott Systems will assign a Project Coordinator to your project. The Project Coordinator will receive the survey and evaluation of the project details gathered to date and work with a team to determine the additional information needed to complete your project. A customized project plan will be provided. As work progresses, the Project Coordinator will update the project plan and keep you informed of the status and timeline.

Software Assurance

Cott Customer Support is available Monday through Friday, 7:00 am through 6:00 pm, Eastern Time. All incoming support requests will be addressed as defined in Cott's Customer Support Processes Exhibit. Cott requires a high speed connection to be established by the customer, through which Cott can remotely connect to servers and workstations where support is needed. If a high speed connection is prohibited, a dial-up connection may serve as a substitute though delays may result. Cott asks that Customers identify one point of contact to communicate all technical information related to Cott provided hardware and software. This includes communications relating to: software updates, hardware upgrades, technical site visits,

configuration changes, customer support processes, and any other relevant technical information. Customers may be expected to perform computer related tasks and/or physical movement of computer peripherals, to assist in maintenance and troubleshooting of customer equipment and/or software. Customers may also be called upon to record and communicate details regarding any issues reported to Cott.

Software Assurance entitles Customer to receive, at no additional charge, software patches and software releases which increase the speed, efficiency or ease of operation of the current version of the Software. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a software 'bug'. Releases are a group of enhancements to existing software modules that are requested by customers. Releases are reviewed by customers using the same version of software within the same state, and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades that are necessary in order to install and execute the software patches and releases will be the responsibility of the Customer.

Section 5



About the Missouri Portal

Missouri Portal provided by Cott Systems is a subscription based internet website containing indices and/or images from multiple recording jurisdictions. Each jurisdiction's records and images are replicated from the jurisdiction's site to Cott's hosted site, and then made available for search to an end-user (searcher) for a subscription fee. Images can also be "purchased" for print or downloaded for a per-page fee. The capability for searching index records and retrieving documents is delivered 24 x 7 using Cott's web-portal technology, and affords each jurisdiction the opportunity to continue to recognize per-page print revenue, even for images "printed" from the internet search.

By leveraging Missouri Portal's simple – yet feature-rich – searching experience, and incorporating data and images from many jurisdictions, end users receive both the convenience and the value of substantial amounts of data in one location, combined with one centralized accounting for search and print activity. Created with the end-user in mind, Missouri Portal offers many features designed to offer maximum efficiencies in the overall searching experience. Highlighted features include:

- User Accounts with Role and Personalization Management
- Job / User Reference Tracking
- Flexible Subscription Management
- Multiple payment and pre-payment options (major credit/debit cards, PayPal accounts)
- Ability to download images for purposes of printing or future reference

Section 6



Online Index Books with Record Books Fee Schedule
For Recorder of Deeds, Jefferson County MO
 Prepared on May 30, 2013



Cott to provide the following:

Online Index Books with Record Books

Cott Systems will provide the service to receive Images of the specified Index Books and Record Books and process them for access via the "Search" feature in Cott's On Line Index Books application. Unique features within the application will allow users to search manual index book images and associated document images online. Users can search the name using the logic provide by the existing index, be placed on the first page of the index book where that entry resides, then electronically "page" through the index book to perform a visual search for the desired index information. Once an entry is visually located, the user simply enters the starting book and page, of the document and the image is provided.

Index Books:

Number of Index Series: 85

Name of Index Type	Index Style	Time Frame	No. of Index Volumes	Delivered Images	Source
Original Entries	Tract	1831-1882	1	400	Electronic images
		1837-1870	1	440	
Deeds (1 Direct/1 Inverted)	26 div Tab	1819-1869	2	904	
Deeds		1869-1933	18	4,500	
Warranty Deeds and Miscellaneous		Surname Key table	8/1933-8/1958	20	8,800
	9/1958-9/1971		16	4,800	
				10/1971-3/1985	27

Total Estimated Index Pages: 27,944

Record Books:

Record Books	Book Range	# of Books	Total Images	Source
Deed Record	A Pg 1Thru Z Pg 600	30	15,500	Electronic images
	1 Pg 1 Thru 66 Pg 650	66	42,900	
	67-335	269	174,650	
Deed/Warranty/Mis Deed Record	335-350	16	10,400	Roll Film
Warranty Deed	350-386	36	24,050	
	387-772	385	250,250	
Quit Claim Deed	1 Page 1 - 12 Page 650	12	7,800	Electronic images

Total Estimated Record Book Pages: 526,550

Assumptions & Requirements for Online Index Books**General Assumptions**


- A supported version of Cott's Online Index Books Search application is currently installed and running.
- The import software program is for this project's use and shall expire upon completion of this project.
- Images provided to Cott will be monochrome (black and white), CCITT Group 4 format, single-page Tagged Image File Format (TIFF) files.
- Source documents provided and utilized by the Customer are assumed to be of usable quality, are complete, and are numbered and presented in sequence.
- Images provided to the Customer by Cott will be monochrome (black and white), CCITT Group 4 format, single-page Tagged Image File Format (TIFF) files at 200 x 200 DPI.
- Naming convention for images will be five digits for the book number, five digits for the page number, three digits for the addendum page number and zero-filled.
Example: Book 25, Page 113A 00025\00113001.TIF
bbbbbb\pppppaaa.tif]

General Requirements

- Cott will track the Customer's media/images from receipt to return
- When source documents are hard copy books, Customer must assign page numbers (1,2,3,4) to every page in the Index books (every page between the front and back binder, including sub-index pages & tabs) to be used in identifying and tracking each image.
- Cott will send a team on-site to the customer's location to gather images utilizing Cott's on site scanning process. Customer books may be disassembled then re-assembled to obtain pages for scanning.
- Cott will provide Quality Control for sequencing, and naming of images to match the actual page numbers on the documents.
- If applicable, a Missing Page Report will be provided in the event missing pages are encountered.
- Upon starting the project, updates will be given to the Customer until the project is completed.
- Cott will offer alternatives if poor quality microfilm or substandard electronic images are encountered.
- Cott will utilize digitizing settings that apply to the largest majority of the images during the data capture process.

- Customer will be responsible for providing all hardware necessary for system deployment.
- Digital images will be produced using a combination of source documents (books) and micrographics (roll film & aperture cards) in the customer's office. Image quality and readability will be directly dependant on the quality of the source documents. If substandard images are encountered during the scanning process, Cott will contact the customer and offer alternatives to improve quality and readability. Alternatives involving additional expense to the customer will be reviewed and implemented only with proper Customer approval.

Books Schedule
For Recorder of Deeds, Jefferson County MO
Prepared on May 30, 2013

<p style="text-align: center;">Cott Online Index Books</p> <div style="text-align: center;">  <p>Cott Online Index Books</p> <p><i>Software & Support Services</i></p> </div>	
Project Scope: OIB software, building index book logic from onsite scanning, customer provided images, microfilm & aperture cards , quality control, implementation of software on MO Portal, software training, and software assurance & support	Training – includes 1 hour of remote online training/Go-Live Support

Major Project Steps	About the Project Steps
Digitizing & onsite scanning	Cott will assign project coordinator, complete scope of work details, review customer responsibilities, capture images based on OIB search strategy, track media
Resynch (naming images), Quality Control	Cott will review the images (record book & index book) for quality, name images based on OIB search strategy, report missing images
Index logic build, Project Management & Testing	Project coordinator determines index build strategy, index logic is unique to each book series, create alpha units, divisions and subdivision, type setouts and test each index build from a search perspective.
OIB Software, OIB Index Book Fee, Setup & Import	OIB Index Book Fee related to the number of index books managed by the software, install new index series to existing program, load record book images that have been quality controlled into OIB for retrieval.
OIB Software Support	Software update, Customer Support

Fees | Initial Support/Service Term 36 months

\$126,830 ¹

¹ Fees are based in part on the initial estimated number of images, which was prepared based on information provided from an on-site survey of the records. If the actual number of Images processed is less than the estimate, Customer will be invoiced for an aggregate amount that is less than the total specified herein. If the actual number of images processed is higher than the initial estimate, additional image charges will apply that will be the responsibility of the Customer. Cott will notify Customer of any additional charges.

Pricing valid for 90 days.

Pricing Authorized by:

Michael F. Sosh, Chief Financial Officer

Date: 05/30/2013

Section 6

Revised 7/11/2013





Online Index Books with Record Books Fee Schedule
For Recorder of Deeds, Jefferson County MO
REVISED ON 7/11/2013



Cott to provide the following:

Online Index Books with Record Books

Cott Systems will provide the service to receive images of the specified Index Books and Record Books and process them for access via the "Search" feature in Cott's On Line Index Books application. Unique features within the application will allow users to search manual Index book images and associated document images online. Users can search the name using the logic provide by the existing index, be placed on the first page of the index book where that entry resides, then electronically "page" through the index book to perform a visual search for the desired index information. Once an entry is visually located, the user simply enters the starting book and page, of the document and the image is provided.

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Warranty Deeds and Miscellaneous		Surname Key table	8/1933-8/1958	20	8,800
	9/1958-9/1971		16	4,800	
			10/1971-3/1985	27	8,100

Total Estimated Index Pages: 27,944

Record Books:

Record Books	Book Range	# of Books	Total Images	Source
Deed Record	A Pg 1 Thru G Pg 600	7	4,150	Electronic Images
	H Pg 1 Thru Z Pg 800 (except J)	18	13,090	Onsite scanning Bound Books
	1 Pg 1 Thru 66 Pg 650	66	47,190	Electronic Images
	67-335	269	192,115	Roll Film
Deed/Warranty/Mis Deed Record	335-350	16	11,440	
Warranty Deed	350-386	36	31,680	
	387-772	385	423,500	Aperture card
Quit Claim Deed	1 Page 1 - 12 Page 650	12	8,580	Electronic Images

Total Estimated Record Book Pages: 731,745

Assumptions & Requirements for Online Index Books

General Assumptions

- A supported version of Cott's Online Index Books Search application is currently installed and running.
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bbbbbb\pppppaaa.tif]


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Books Schedule
For Recorder of Deeds, Jefferson County MO
REVISED ON 7/11/2013

Cott Online Index Books	
 <i>Software & Support Services</i>	
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OIB Software, OIB Index Book Fee, Setup & Import	OIB Index Book Fee related to the number of index books managed by the software, install new index series to existing program, load record book images that have been quality controlled into OIB for retrieval.
OIB Software Support	Software update, Customer Support



Fees | Initial Support/Service Term 36 months

\$176,930 and \$0/mo ¹

¹ Fees are based in part on the initial estimated number of images, which was prepared based on information provided from an on-site survey of the records. If the actual number of images processed is less than the estimate, Customer will be invoiced for an aggregate amount that is less than the total specified herein. If the actual number of images processed is higher than the initial estimate, additional image charges will apply that will be the responsibility of the Customer. Cott will notify Customer of any additional charges.

Pricing valid for 90 days.

Pricing Authorized by:


Michael F. Sosh, Chief Financial Officer

Date: 07/11/2013

Section 7



CUSTOMER SUPPORT

Philosophy

Cott Customer Support is best in class. Our relationship with the customer, seeing them as a member of the Cott family, has been key to our success. Our team of analysts and programmers has been working in this industry on average for 13+ years. They are passionate about ensuring your experience is nothing less than excellent. We know that Customer Support is most often the reason a customer will choose to stay or leave their software vendor. Cott is focused on the customers' experience. In fact, our management philosophy across the organization is *"serve the customer or serve someone who is."* Retaining our customers is vital! Cott Customer Support is its own business unit that has Board level visibility and Key Performance Indicators (KPI's) to measure customer satisfaction levels, response/resolve rates and answer time (these are just a few of the key metrics). We provide our customers with the best support possible; this high level of customer care has resulted in Cott having an exceptional level of customer retention, including 100% customer retention in 2012.



What Customers Can Expect

Customized Support: A dedicated staff providing a customized level of service with a personal touch.

Personable Greeting: A warm live voice always answers the phone 7:00 a.m. – 6:00 p.m. EST.

Experienced Analyst: The analysts at the support desk have an average of 13 years of experience working in the industry.

Monitoring: Key performance indicators monitored at the executive level to ensure we are maintaining adequate service levels.

Sense of Urgency: A defined escalation procedure that includes weekly operational meetings to review accounts that require extra care.

Product Specialists: The support team is grouped in areas of expertise to work collaboratively to resolve issues.

Quality: Random quality checks are performed for each analyst by the management team to ensure that you are receiving the best service possible.

Timely Resolution: Management and analysts meet weekly to review all open tickets to minimize delays in solutions.

How Your Journey Begins: Contacting Customer Support

Cott Customer Support is available using any of the follow methods:

- **Toll free hotline: 800-588-COTT**
 - On average, 99% of all calls are answered in less than 2 min.
- **Cott- in house- personnel are available during normal business hours:**
 - **Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.**
 - **Voicemail:** During business hours or after business hours, Cott customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail will be checked every hour during normal business hours.
- **Email: support@cottsystems.com**
 - For less urgent issues, a Customer Support representative will check all email sent to this address within one hour of receipt during normal business hours.
- **Fax: 866-540-1072**
 - For less urgent issues, a Customer Support representative will check all faxes sent to this number within one hour of receipt during normal business hours.



Customer Support Structure & Processes

A Cott Customer Support Call Coordinator will be handling the majority of all incoming requests. The coordinator is responsible for monitoring all incoming contact via the toll-free hotline, email and facsimile to customer support. The remainder of the technicians will share this responsibility in the event the coordinator is unavailable. The coordinator's role is not to solve incoming customer requests. The coordinator will gather requests coming into customer support, then distribute to the proper product group (Land and Data, Court and Web, Infrastructure) using group queues. This ensures minimal hold times and allows customer support to more effectively and efficiently resolve issues.

Collaborative Support Structure: Customer Support is organized into product centric teams. This structure allows each analyst to develop expertise in a concentrated area of Cott's vast offerings. Team members are encouraged to work together to resolve issues, using all resources available to ensure your questions are answered timely and accurately.

- **Land and Data:** Comprised of analysts who specialize in supporting Cott's Land Records, Vital Records and Data applications. Subjects include resolution3, Toby Trax, Marriage Marshal, eRecording and Auto Redaction.

- **Court and Web:** Comprised of analysts who specialize in supporting Cott's Court and Web-based applications. Subjects include Verdict, Jury, eSearch, OIB, Online Marriage Applications and PropertyCheck.
- **Infrastructure:** Comprised of technicians who specialize in supporting the infrastructure portion of your solution. Subjects include Servers, Workstations, Operating Systems, Anti-Virus Software, Cott Software Installations, Peripherals, Networking and Backup Solutions.
- **Software Development:** Comprised of systems engineers and software developers who are subject matter experts in Cott's Software Products. Subjects include Software Patch Management, Software Enhancement Requests and State-Mandated Programming Changes.

Escalation Procedures

To ensure our customer's experience is positive, we have an escalation process that can be engaged anytime by a customer and/or internally to create more awareness and responsiveness to customer issues. This process is supported by a weekly operations meeting which is attended by executive level staff. All escalated issues are reviewed and action plans are developed to remedy as soon as possible.

Customers may contact Cott's Customer Support Manager at any time to discuss matters of concern:

Customer Support Manager
Cassie Kilgore
Office: 800-234-COTT, Ext.240
Email: ckilgore@cottsystems.com

Software Assurance

Cott's Software Assurance allows unlimited phone support and unlimited remote connection support. Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and enhance the ease of operation for you and your staff. We adhere to a well-defined software update process, utilizing your counterparts in your state as well as our own internal experts to identify and review any and all software updates prior to their release.

Customer Service Excellence: what our customers say

Every year we work with an outside Customer Loyalty Auditing firm who surveys our customers to inquire about their experience with Cott. This auditing firm provides an annual report to help us understand what we do really well and the areas we can improve upon. It is through this program that we know so many of our customers are not just satisfied but loyal. **98% of the customers surveyed indicated that Cott Customer Support met or exceeded their expectations.** We will share with you some direct quotes from our customers. We also encourage you to call our customers to hear what they have to say directly.

CUSTOMER SUPPORT

Structure & Workflow

- Support team is staffed by 14 people who have on average 13 years of experience supporting Cott's customers.
- Customer Support is grouped in teams to work collaboratively in areas of expertise.
- All calls are answered by a warm body; 99% of time, a call is answered in less than 2 minutes.
- Customer Support has high visibility to President, Executive team and Board.
- Weekly Operational meetings & reports to understand trending issues, escalated matters, age of tickets.
- Monthly KPI (Key Performance Indicator) reports generated to management & support team.
- Regular Customer Satisfaction Surveys completed to keep pulse on customers' experience; 97% of surveys completed indicate that Cott Support meets or exceeds expectations.
- Regular software patch release schedule established and reviewed by Support and Software Development Personnel weekly.

CUSTOMER SUPPORT

Call
Coordinator

Help Desk (closes 93% tickets)

Software
Development
(closes 7% tickets)

Answers calls,
emails and faxes
coming in to
Customer
Support.
Creates tickets
and documents
issues.

1 - SaQuida

Court & Web

Specialists in
Court and Search
applications and
issues.

3 - Eugene, Ruth,
Tonia

Land & Data

Specialists in
Land Records,
Vital Records and
Data applications
and issues

3 - Marsha, Ruth,
Dick

Infrastructure

Technicians with
expertise in
supporting
servers, PCs,
networks,
printing issues,
etc.

3 - Tom, Justin,
Earl

Subject matter
experts in Cott
software
4 - Corey, Jamal,
Patti, Diane

Summary about "Per Incident Surveys" (1.8.2013)

- Launched survey June 8, 2010
 - 3,074 customers have submitted survey results
 - Survey emailed to respective caller upon ticket closing
 - Customer can choose to take online survey
 - Responses are contained in database managed by Support Manager
- ### "Per Incident Surveys" - Key Metrics
- 97% customers indicate the solution met or exceeded their expectations
 - 97% customers indicate their support issue was handled in a timely manner
 - 98% customers indicate that analysts possess the skills required to resolve their issues
 - 99% customers stated that analysts are customer oriented (friendly)
 - 96% customers were satisfied with the overall resolution of their issue

CUSTOMER SUPPORT

Customer Comments - "Per Incident Surveys"

- Excellent customer service and tech support, which is how Cott consistently operates. Thanks for your excellence in serving your customers. *M. Kelly, Branford, CT*
- I must say that Cott Tech Support has to be the best customer support service that I have ever worked with. Not only do they know their stuff inside and out, but they are personable as well. They have helped me out tremendously. *J. Ward, Jones, NC*
- As always, whenever we call with an issue, it is resolved quickly. The technicians are always very helpful and pleasant. *L. Wonsor, Killington, VT*

Section 8



PROJECT MANAGEMENT

Project Management: Cott Online Index Books

Customer acknowledges that in order for Cott to carry out the following Implementation Plan, Customer is required to fulfill the responsibilities described below:

Phase I – Planning

Receipt of signed contract by Cott	Customer, Cott
Issue Invoice to Customer	Cott
Capture book images onsite as applicable	Cott, Customer
Receive Images, microfilm & aperture cards from Customer	Customer
Evaluate images for quality and completeness	Cott, Customer
Catalogue and process images	Cott
Assignment of Implementation Specialist	Cott
Customer contacted with dates/times of training	Cott
Training/installation tickets created	Cott

Phase II – Implementation

Customer Base System analysis	Cott
Software and data prepared	Cott
Issue Invoice(s) to Customer	Cott
Setup conferencing date/time	Cott
Final project review	Cott

Phase III – Deployment

Installation of software and data on Portal	Cott
Complete training with Customer	Cott
Issue Invoice(s) to Customer	Cott

Phase IV – Post Implementation & Deployment

Alert Professional Services of training completion	Cott
30-day courtesy call from Customer Satisfaction Coordinator	Cott

Section 9





Online Index Books – Customer References

Customer: City of Richmond, Va.

Contact: Ed Jewett, Deputy Clerk

400 North Ninth Street, First Floor, Room 101

Richmond, Va. 23224

Phone: 804-646-6506



The scope of this project covered Deed books from the beginning of record with a total of 1.2 million captured. In addition, historical Grantor/Grantee index books were scanned. These images are conveniently searched using Cott's OIB software (On-line Index Books). The software application and images reside on the City's network making it easily searched along with the SCV Records Management System. We are currently working with the SCV to provide a link to the OIB application from the existing secure remote access website. This will be completed as soon as Cott has completed the redaction of social security numbers from the historical records.

County: Fayette, GA

Contact: Sheila Studdard, Clerk Superior Court

1 Center Dr.

Fayetteville, GA 30214

Phone: 770-716-4291



The scope of this project included real estate indexes, including Plat indexes, and document images from the beginning of the County. Images were provided to us by the County. This installation showed the versatility and power of the Cott Online Index Books (OIB) software. Three distinct index systems were used by the Clerk during its history. The software handles the unique search logic of each system providing internet access to the public. www.fayetteclerk.com (Click on Property Index Search)

County: Forsyth, GA

Contact: Greg Allen, Clerk Superior Court

100 Courthouse Square, Suite 10

Cumming, GA 30040

Phone: 770-781-2120



This project included real estate indexes, from January 1, 1951 through December 31, 1979. Images were provided to us by the County. This installation represents a good example in which a phased approach is being implemented to provide internet access the historical records. Currently only the indexes are available for access. The scanning of record books, not a part of the first phase, will be added in the future. The internet access to the public is found at: www.forsythclerk.com (Click on Property Index Search)

County: Iredell County, NC

Contact: Brenda Bell, Register of Deeds

PO Box 904

Statesville, NC 28687

Phone: 704 872 7468



The Register of Deeds wanted to expand their internet access to the public by adding historical indexes to deeds from the formation of the county to 1963. Cott's On Line Index books application was the perfect solution. The project involved the onsite scanning of large index books and approximately 160,000 records book images. Access to these images can be viewed at: www.co.iredell.nc.us/Departments/RegDeeds/register.asp (Click on On-Line Records)

Parish: Desoto, LA

Contact: Ollie Stone, Clerk

101 Texas Street

Mansfield, LA 71052

Phone: 318-872-3110



The Clerk's office in this Parish was experiencing a tremendous increase in foot traffic due to searches for oil and gas leases. Since the Clerk's computer database did not provide access to all the records necessary to satisfy public demand it was necessary to scan the historical records. Cott's OIB application was used to provide internet access to these records. This customer also utilizes Cott's eCommerce module and provides a great example of how the OIB application and its images are managed under the ecommerce umbrella. This site required a user name and password.

County: Lake, IL

Contact: Mary Ellen Vanderventer, Recorder of Deeds

18 North County Street

Waukegan, IL 60085

Phone: 847-377-2575



To date, this is our largest installation of Cott Online Index Books. The project involved the on site scanning of 256 index books from 1800 through 1969 and the conversion of over 6.3 million document images from microfilm. The completion of this project allows all land records, from the beginning of the county to current date, to be assessable by public searchers. We are currently in the process of redacting social security numbers from the document images. This site required a user name and password.

Cott Systems Customer List

Arkansas



Washington

Connecticut



Ansonia
Ashford
Avon
Berlin
Bethany
Bethel
Bolton
Branford
Bristol
Brookfield
Burlington
Canton
Chaplin
Chester
Clinton
Colchester
Danbury
Darien
Deep River
Durham
East Granby
East Hampton
Eastford
Ellington
Essex
Farmington
Granby
Griswold
Groton
Guilford
Harwinton
Kent
Killingworth
Lebanon
Manchester
Mansfield
Marlborough
Middletown
Milford
Montville
New Britain
New Canaan
New Fairfield
New Hartford
New Milford
Newington
Newtown
North Branford
North Canaan
North Haven
Old Lyme
Old Saybrook
Orange
Oxford
Plainville
Preston

Redding
Ridgefield
Rocky Hill
Sherman
Simsbury
Somers
South Windsor
Southington
Stafford
Stonington
Stratford
Suffield
Thomaston
Trumbull
Wallingford
West Hartford
West Haven
Westbrook
Weston
Westport
Willington
Winchester
Windsor Locks
Wolcott
Woodbury

Georgia



Baldwin
Bibb
Chatham
Douglas
Fannin
Fayette
Floyd
Forsyth
Henry
Houston
Rockdale
Upson

Illinois

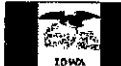


Brown
Clark
Dewitt
Douglas
Edwards
Gallatin
Hamilton
Jasper
Lake
Massac
McLean
Richland
Saline
Scott
Wayne
Williamson

Indiana



Grant
Johnson
Wells



Iowa

Black Hawk
Cass
Chickasaw
Dubuque
Jasper
Johnson
Linn
Marshall
Polk
Scott

Kentucky



Christian
Hardin
Knott
Union

Louisiana



Assumption
Ayoelles
Beauregard
Calcasieu
Desoto
East Feliciana
Evangeline
Iberia
Iberville
Lafayette
Lafourche
Livingston
Madison
Ouachita
Plaquemines
Sabine
St Bernard
St. Charles
St. James
St. Martin
St. Mary
Tangipahoa
Terrebonne
Tunica Biloxi
Union
Vernon
Washington

Webster
West Baton Rouge
West Feliciana

Missouri



Barry
Christian
Franklin
Lawrence
Lincoln
McDonald
Newton

New York



Chenango
Clinton
Jefferson
Rockland
Schuyler
Steuben

North Carolina



Alamance
Alexander
Buncombe
Caldwell
Camden
Craven
Edgecombe
Franklin
Gaston
Graham
Granville
Greene
Halifax
Iredell
Jackson
Jones
Lenoir
Nash
Onslow
Pamlico
Pitt
Polk
Rowan
Rutherford
Scotland
Wayne
Wilson

Ohio



Ashtabula
Butler
Clinton
Columbiana
Delaware
Gallia
Knox
Lawrence
Lorain
Marion
Montgomery
Morrow
Muskingum
Union

Pennsylvania



Adams
Cambria
Mercer

Rhode Island



Hopkinton
Richmond

South Carolina



Darlington
Dillon
Marlboro
Oconee
Union
York

Texas



Wharton

Vermont



Brandon
Burlington City
Calais

Clarendon
Dorset
Killington
Marshfield
Middlebury
Montpelier
Newfane
Norwich
Pittsford
Poultney
Randolph
Rutland City
St. Albans City
Thetford
West Rutland
Wilmington

Virginia



Albemarle
Amherst
Fauquier
Greene
Louisa
Richmond City
Westmoreland

West Virginia



Boone
Logan
Nicholas
Putnam

Section 10





Company ID Number: 582333

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Cott Systems, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer



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may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).



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12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time

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of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form



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I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (paid for at employer expense).
7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS



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SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity



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regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Cott Systems, Inc.	
Sharon Lang	
Name (Please Type or Print)	Title
Electronically Signed	07/17/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	07/17/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Cott Systems, Inc.
Company Facility Address:	350 E Wilson Bridge Road
	Worthington, OH 43085
Company Alternate Address:	2800 Corporate Exchange Dr
	Columbus OH 43231
County or Parish:	FRANKLIN
Employer Identification Number:	314157730

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North American Industry Classification Systems Code:	518
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• OHIO 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Sharon L Lang	Fax Number:	(614) 985 - 0077
Telephone Number:	(614) 985 - 0058		
E-mail Address:	slang@cottsystems.com		
Name:	Tonie Dotson-DeLoach	Fax Number:	(614) 985 - 0077
Telephone Number:	(614) 847 - 4405 ext. 238		
E-mail Address:	tdotson@cottsystems.com		
Name:	Leah Neimeister	Fax Number:	(614) 985 - 0077
Telephone Number:	(614) 847 - 4405 ext. 219		
E-mail Address:	lneimeister@cottsystems.com		

Section 11





Master Agreement for Products and Services

This **Master Agreement for Products and Services** ("Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 2800 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Cott") and its Customer set forth below ("Customer").

Products and Services Ordered Under This Agreement

Cott offers data management products and services for local governments and Customer has a need for some or all of the products and services offered by Cott. Cott will provide, and Customer will acquire, the products and services described in any applicable addendum to be executed by the parties. One or more Addendums may be executed at any time during the term of this Agreement for the products and services and will become part of and be incorporated in this Agreement.

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|----------------------------|-------------------------------|--------------------------|
| ▪ Auditing | ▪ Key from Image Workflow | ▪ Plats |
| ▪ Auto Index Software | ▪ Hardware & Network Software | ▪ Printouts |
| ▪ Backfile of Record Books | ▪ Hardware Maintenance | ▪ Reindexing |
| ▪ Books, Covers & Jackets | ▪ Historic Redaction | ▪ Remote Online Training |
| ▪ Data Acquisition | ▪ History of Index Data | ▪ resolution3 |
| ▪ Data Conversion | ✓ Hosted Search Portal | ▪ resolution3 Hosted |
| ▪ Day Forward Redaction | ▪ Internal Print Management | ✓ Software Assurance |
| ▪ eBackup | ▪ Microfilm Creation | ▪ Software Escrow |
| ▪ eCommerce | ▪ Offsite Storage | ▪ Toby Trax |
| ▪ eRecording | ✓ Online Index Books [OIB] | ▪ Verdict |

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under this Agreement and any Addendum executed by Cott and Customer.

Cott and Customer have executed this Agreement to be effective as of the date it is signed by Customer. The offer contained in this document will expire if Customer does not execute and deliver this Agreement to Cott on or before 90 days after Cott has signed this Agreement.

Jefferson County MO

(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Deborah A. Ball

(Signature)

7/11/2013

(Date)

Deborah A. Ball

(Print Name)

Chief Executive Officer

(Print Title)

Jane E. Miller

(Attest)

Kenneth B. Waller

(Signature)

7-25-2013

(Date)

Kenneth B. Waller

(Print Name)

County Executive

(Print Title)

(Attest)

Please digitally sign or print and sign original copy/copies for your records.

Once contract is signed, please email or fax the entire contract to Cott.

To: Cott Systems | ATTN Finance Dept | 1.866.540.1072 | contracts@cottsystems.com

Customer acknowledgement also required on page 15.

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TERMS AND CONDITIONS

- 1. Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within 30 days after invoice. Late charges not to exceed three per cent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of the purchase of Cott's products or services by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
- 2. Warranty.** Other than any express warranties set forth in the Agreement or any applicable Addendum and Schedule, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its products and services is based upon the limitations of Cott's liability as set forth in these Terms. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.
- 3. Limitation of Liability.** **IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Agreement with respect to the applicable product or service. No action under the Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
- 4. Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the state law where Customer resides.
- 5. Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
- 6. Assignment; Successors.** This Agreement will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Agreement, their respective successors, and assigns; provided, however, that neither the Agreement, nor any rights under the Agreement, may be assigned, transferred, or encumbered by Customer, directly or indirectly, without Cott's prior written consent. Cott may assign this Agreement or any interest herein in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.
- 7. Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Agreement. The Agreement shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Agreement. Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
- 8. Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by fax, e-mail or other electronic means and confirmation of receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Agreement. A party may change its address for notices.
- 9. Miscellaneous.** The Agreement, any Addendums and Schedules executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Agreement may not be modified or amended except in a writing signed by Cott and Customer. Acceptance of the offer presented by this Agreement is limited to the terms set forth herein. The terms of this Agreement including any Addendum or Schedule may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Agreement by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing and signed by the party to be charged. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. The Agreement, and any part thereof, may be executed in counterparts, each of which when so executed shall be deemed to be an original.



10. Term. This Agreement will begin when it is signed by Customer and continue until all Addendums have expired or terminated. These Terms and Conditions shall survive the termination or expiration of this Agreement.

11. Breach. Cott or Customer may terminate an Addendum if the other party materially breaches an Addendum and fails to correct the breach within 30 days following written notice specifying the breach. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.

12. Authority. By execution of this Agreement or any Addendum, Customer represents and warrants that this Agreement and Addendum, as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.

13. No Solicit. Customer agrees not to encourage or solicit any employee to leave Cott's employment or hire Cott employees.

14. Order of Precedence. Where possible, the terms of this Master Agreement and the terms of each Addendum and Schedule will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum or Schedule, in which case the Addendum or Schedule will control.

15. Electronic Delivery. This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Agreement, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.

Addendum for Backfile Services

This Addendum for Backfile Services ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on Cott's Response Issued 6/7/2013 to the Jefferson County RFP Web Based Software Solution issued 5/13/2013 and the revision to RFP Section 6 Issued 7/11/2013 ("Schedule") and is being executed as an Addendum under Cott's Master Agreement for Products and Services in order for Cott to provide the service described herein.

1. **Service.** Cott will electronically capture, where applicable, and catalog pages from the Index books and/or record books along with, where applicable, the associated key tables, sub Index, charts or tabs, and create setout names, alphabetical breakdowns or numeric breakdowns for the index book pages where appropriate, as specified in the Schedule. The electronic pages of the book(s) will be examined for quality and readability, and pages will be numbered to allow for linkage between index book entries and record book entries where applicable.
2. **Source.** The source of index and record book images, may include, though is not limited to, microfilm, microfiche, aperture cards, CD/DVDs containing data in .TIF format and original hardcopy index and record books. Project efforts may include onsite scanning from original books, and if so, would be specified in the Schedule. While Cott will use reasonable efforts to provide a quality image, Customer is responsible for ensuring that the quality of captured index and record books pages is acceptable. If Customer is responsible for providing the original images, additional costs may apply to correct problems with quality.
3. **Inspection and Acceptance.** The date that Cott first makes the Images available on the Customer's base system or to the public will be the "Go-Live Date". Within ten (10) days after the Go-Live Date, Customer will inspect, approve and accept all aspects of the Images including the form, content, searchable data, appearance and functionality of the Images. Unless Cott receives from Customer detailed written notice of deficiencies in the Images within ten (10) business days of the Go-Live Date, Customer will be deemed to have accepted the Images. If Cott receives such notice, Cott shall use its best efforts to correct errors that are attributable to Cott, and Customer agrees to cooperate with and assist Cott in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the Images are in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.
4. **Fees.** The fees are set forth in the "Fees" and "Payments" sections of the Schedule.
5. **Early Termination.** Customer may terminate this service and this Addendum by providing written notice to Cott. Cott is entitled to recover from Customer all fees associated with Images processed or imported to the date that Cott receives the notice (even if Go-Live has not occurred yet).
6. **Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the data made available through this service. Cott will not remarket or claim ownership of the data.
7. **Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing Customer's base system utilizing Online Index Books or Online Books. Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, specifically rejects any responsibility for and will be held harmless from and against any liability for the form, content, accuracy or quality of information passing or obtained through or resident on the Online Index Books system or the Online Books. Customer is responsible for determining which records, fields, data, Images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards and any data input errors.
8. **Disclaimer of Warranty.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA MADE AVAILABLE THROUGH THIS SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE DATA OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
9. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of backfile services by Cott under this Addendum and any Schedules executed by Cott and Customer hereunder from time to time.



Hosted Services Addendum

This **Hosted Services Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on Cott's Response issued 6/7/2013 to the Jefferson County RFP Web Based Software Solution issued 5/13/2013 and the revision to RFP Section 6 issued 7/11/2013 ("Schedule") and is being executed under Cott's **Master Agreement for Products and Services** in order for Cott to provide the software and services described herein.

1. **Services.** During the term, Cott will host and make available to Customer the service specified and described in the Schedule (the "Service"). The Service may be used only by current employees, staff and authorized officials of the Customer and only in accordance with any use limitations specified in the Schedule (collectively, the "Limitations on Use"). Cott will provide one copy of a User Manual or other written materials delivered by Cott in connection with the deployment of the Service (the "Documentation"). Customer may make one copy of the Documentation, and such copy must include all appropriate copyright and proprietary notices.
2. **Inspection and Acceptance.** Cott will make the Service available for review and testing by Customer. The date of the earliest to occur of the following will be the "Go-Live Date": (a) the storage or indexing of data utilizing the Service, (b) the recordation or acceptance of documents for recording by Customer or Customer's system utilizing the Service, or (c) the databases associated with the Service are made available to the public. Within two (2) business days after the Go-Live Date, Customer will inspect, approve and accept all aspects of the Service including the form, content, searchable data, appearance and functionality of the Service. Unless Cott receives from Customer detailed written notice of deficiencies in the Service within two (2) business days of the Go-Live Date, Customer will be deemed to have accepted the Service. If Cott receives such notice, Cott shall use its best efforts to correct any deficiencies that are attributable to Cott as promptly as possible. Customer agrees to cooperate with and assist Cott in the migration to and testing of the new system and in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the Service is in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.
3. **Customer Link.** Customer is responsible for procuring and maintaining a high capacity internet service line between the Hosted System and Customer's system and any specified security measures according to the specifications in the Schedule (the "Customer Link") in order to ensure proper transmission of the Service. Wireless connections in Customer's office are not supported.
4. **Capacity of the Hosted System.** The Service will be hosted on servers and other equipment owned and maintained entirely by Cott (the "Hosted System"). Customer acknowledges that Cott relies on third party vendors to host and deliver the Service. Customer acknowledges that the Customer's fees are based, in part, on a number of factors including, where applicable, the number of Instruments, Images, and transactions in the databases, the number of Cott software products underlying the Service and the annual filing volume specified in the Schedule (collectively, the "Storage Factors"). If at any time Cott determines that the storage capacity should be upgraded to accommodate an increase in any one or more of the Storage Factors, or if bandwidth or other capacity should be upgraded to accommodate the traffic to, and use of, the Hosted System by Customer or its end-users, Cott will inform Customer of the price increase which will go into effect the next monthly billing cycle.
5. **Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified in the Schedule. The expiration shall occur on the last day of the month of the applicable anniversary of the Go-Live Date. For example, if the Go-Live Date is March 15, the initial term will expire March 30 of the applicable year. Upon expiration of the initial term, this Addendum will automatically renew for successive one (1) year periods, at the current renewal rate. Customer may elect not to renew the term by giving Cott notice of non-renewal at least thirty (30) days before the scheduled expiration of the then-current term.
6. **Fees.** Fees for the Service for the first term are specified in the Schedule. Ongoing monthly fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance of services rendered. If the Go-Live Date is in the middle of a month, the initial month's fees will be prorated and will be invoiced on the Go-Live Date.
7. **Renewal.** Fees for renewal terms will be specified by Cott at least forty-five (45) days prior to the expiration of the then-current term. Fee increases may be necessary based on a number of factors including the Storage Factors, Cott's then current pricing plan for hosting services and Cott's costs for hosting equipment, security, facilities and telecommunications.
8. **Security and Data Protection.** Cott will implement and maintain reasonable security, back-up and recovery procedures in delivering the Service. Although Cott will implement reasonable procedures to prevent unauthorized access to protected data on the Hosted System, Customer acknowledges that it is impossible to completely eliminate this risk due to the public nature of the Internet.
9. **Service Levels.** Cott will use commercially reasonable efforts to ensure that the Service is operational and accessible in accordance with Cott's Service Level Agreement for Hosted Solutions. If any outage, interruption of service, unscheduled down time, decrease in availability or other service level deficiency occurs, Customer shall promptly notify Cott Customer Support. Cott Customer Support will investigate the deficiency and use commercially reasonable efforts to correct any deficiency in the Hosted System. Customer will be responsible for and use commercially reasonable efforts to correct any deficiency in the Customer Link.



10. Updates. Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the performance of the Service.

11. Customer Support. Cott's Customer Support program is included in the hosted service offering and contains two elements. Cott provides customer support services as described in the "Customer Support Processes Exhibit" and Cott provides software update services. Provided Customer is not then in breach, Customer Support entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of any Cott software underlying the Service which increase the speed, efficiency or ease of operation of the Service. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a 'bug'. Releases are a group of enhancements to existing software modules that are requested by customers. Releases are reviewed by customers using the same version of software within the same state, and are evaluated by a Cott committee prior to development and implementation. Customer will be invoiced at the current hourly rate for modifications to the Service requested by Customer which are beyond the scope of Patches and Releases as defined herein.

12. Termination; Material Breach. This Addendum may be terminated by the non-breaching party if a "material breach" occurs. A "material breach" means any of the following which remain uncured to the reasonable satisfaction of the non-breaching party after ten (10) days' notice specifying the breach is provided: (a) Customer's violation of the Limitations on Use; (b) Customer's unauthorized duplication of the Documentation; (c) Customer's violation of its obligations with respect to Cott's Confidential Information; (d) Cott's failure to reasonably perform its obligations hereunder; or (e) Customer's failure to timely pay Cott all sums due hereunder. If a material breach occurs, this Addendum including any Schedules may be terminated, in the discretion of the non-breaching party, upon written notice of termination.

13. Early Termination. Customer may terminate these services and this Addendum by providing ninety (90) days written notice to Cott. Cott is entitled to recover from Customer the remaining unpaid portion of the Implementation Fee specified in the Schedule. Cott will cease providing the Service on the last day of the monthly term that occurs 90 days after Cott's receipt of the termination notice.

14. Training. Cott will provide training on the operation of the Service as specified in the Schedule. Cott training options may include, though are not limited to, training at Customer's location, training at Cott's location and remote online training over the internet. Training days are measured by the number of Cott personnel utilized, multiplied by the number of days that training is provided and include travel time for Cott personnel to travel to and from Customer's location. For example, two Cott personnel traveling one-half day to Customer's location, providing four days of training, and traveling one-half day to return to Cott would amount to 10 training days. One day of training shall be defined as not fewer than 6 1/4 hours. Cott reserves the right to charge additional fees for additional training requested by Customer, and for training beyond the scope of training specified in the Schedule. Cott will notify Customer of any additional charges.

15. Patent and Copyright Indemnification. Cott will defend at its expense any action brought against Customer based upon a claim that the Service infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott promptly in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Addendum upon thirty (30) days written notice to the other.

16. Warranty. Cott warrants that the Service will perform in substantial accordance with the functional overview provided in the Schedule. Customer shall give Cott prompt notice of any defect. If Cott determines that the Service is defective and is covered by the warranty, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the deficiency and will not be considered in breach if Cott commences to cure the deficiency within such period and diligently proceeds towards the remedy of the deficiency. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times in accordance with the Documentation. The warranty does not apply if malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks or a deficiency in the Customer Link.

17. Disclaimer of Warranty. COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY



COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.

18. Confidentiality. "Confidential Information" means any object code and machine-readable copies of any Cott software, the Documentation, information, specifications, trade secrets, viewable pages, screen shots or other images of the Service intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.

19. Data Presented. While the Service allows for excluding certain data from being viewable when accessing the Hosted System, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information of the Customer passing or obtained through or resident on the Hosted System. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing of the Customer's data and images on the Hosted System. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. Customer will permit Cott to include in the viewable portion of Customer's website customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.

20. Ownership of Service and Data. Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, Cott's software or the Documentation. Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's data on the Hosted System. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.

21. Indemnity. Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.

22. End-Users. Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. Customer is responsible for establishing, managing and monitoring accounts with such end-users and will require all end-users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in connection with the use of Customer's system.

23. Standard Terms. Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

24. Force Majeure. Notwithstanding the provisions within Cott's Master Agreement for Products and Services, Cott will additionally not be liable for any delay or failure due to acts of God, flood or other natural disaster, fiber cuts by third parties, acts or omissions of telecommunication providers and carriers, weather, any unauthorized access to or destruction or modification of the Service, in whole or in part, interruptions or delay of utilities as it relates to heat, air conditioning, humidity control, or power support, or electric power, act or failure to act of or any third party providing a portion of the Service, and additional force majeure types of events specified in any contract between Cott and Cott vendors which are hereby incorporated by reference. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.

25. Offer Limited to Terms. Acceptance of the offer presented by this Addendum is limited to the terms set forth herein. The terms of this Addendum, including any Schedule, may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Addendum by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder.

26. Electronic Delivery. This Addendum may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Addendum, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.

The terms of this Addendum govern the provision of the Service by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.



Addendum for Portal Services

This Addendum for Portal Services ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on Cott's Response issued 6/7/2013 to the Jefferson County RFP Web Based Software Solution issued 5/13/2013 and the revision to RFP Section 6 issued 7/11/2013 and is being executed as an Addendum to Cott's Master Agreement for Products and Services in order for Cott to provide the services described herein.

1. **Portal Design.** Cott will establish a website (the "Portal") containing indexed instruments and/or associated images from Customers that participate in the Portal. Cott will have sole authority regarding the design, look and feel of the Portal. Customer grants Cott the right and license to use, publish and display Customer's name, mark or other symbol of office on or in association with the Portal and any advertising or marketing materials associated therewith.
2. **Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified in the Schedule. This Addendum will automatically renew for successive one (1) year periods. Customer may elect not to renew the term by giving Cott notice of non-renewal at least thirty (30) days before the scheduled expiration of the then-current term.
3. **Fees.** Fees will be payable to Cott by end-users of the Portal and will be shared with Customer as described in the Schedule. Cott will have the authority to adjust fees to end-users from time to time but will do so in consultation with Customer.
4. **Portal Access.** The Portal will be accessible by end-users as described by the Portal site. Cott will use commercially reasonable efforts to ensure that the Portal is operational twenty-four (24) hours a day, except for maintenance and periods of shut-down caused by equipment, communications, system or power failure, or other causes beyond the reasonable control of Cott. Customer will notify Cott if Customer becomes aware of any outage, interruption of service, unscheduled down time, decrease in availability or accessibility or other service level deficiency. Except as otherwise expressly stated herein, Cott does not make any warranties regarding the operation or performance of the Portal.
5. **Ownership of Design; Content.** Cott and Customer agree that Cott is the owner of the Portal domain name and the overall look, feel and design of the Portal. Customer owns the data associated with the indexed instruments and/or associated images from Customer's base system. Customer grants Cott a worldwide right and license to use, reproduce, distribute, transmit and publicly display such data in connection with the Portal services and operation of the Portal. The Portal is hosted on behalf of the Customer by Cott.
6. **Replication.** Customer acknowledges that ongoing data replication is required to ensure that the data present within the Portal is current and Customer consents to such replication. Replication frequency will be determined by Cott but Cott will endeavor to replicate as close to real time as is reasonably practicable. Customer will arrange for and maintain the high speed connection described in the Schedule between Customer's base system and the Portal that will enable replication. The connection must conform to Cott's specifications. Customer is responsible for installing and maintaining on its network a firewall between the connection and Customer's system and such firewall must meet IPSEC VPN standards. Customer will be responsible for monitoring the firewall.
7. **End Users.** Use of the Portal will be subject to Terms of Use and other conditions set forth on the site. Cott will provide end-user customer service regarding Portal functionality and use. Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for end-users of the Portal regarding the indexed instruments and/or associated images appearing on the Portal, and accordingly Customer will be the point of contact for all questions from end-users on such matters. The payment processing account or Internet merchant account which enables End Users to pay fees or charges incurred in the use of the Portal is provided by an independent vendor (such as Verisign, PayPal). Neither the Customer nor Cott is responsible for the conduct of the vendor including as to the collection, storage or confidentiality of End Users' personally identifiable information. Cott does not store personally identifiable information on its servers.
8. **Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing the Portal, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott shall not be responsible or liable for the display or posting of any personally identifiable information including, but not limited to, social security numbers that appear in indexes or recorded documents accessible on or through this Portal. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on the Portal. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system and, through replication, the Portal. Customer will be responsible for implementing and carrying out such standards and any data input errors.



9. **Indemnity.** Customer agrees to indemnify, defend and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to Customer's failure to comply with this Addendum.

10. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED ON THE PORTAL. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PORTAL OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE PORTAL, THE INFORMATION DISPLAYED ON THE PORTAL OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S OR END-USER REQUIREMENTS.

11. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

Per Cott's Response issued 6/7/2013 to the Jefferson County RFP Web Based Software Solution issued 5/13/2013
and the revision to RFP Section 6 issued 7/11/2013

Online Index Books with Record Books Fee Schedule
For Recorder of Deeds, Jefferson County MO
Prepared on July 11, 2013



Online Index Books with Record Books

Cott Systems will provide the service to receive images of the specified Index Books and Record Books and process them for access via the "Search" feature in Cott's On Line Index Books application. Unique features within the application will allow users to search manual index book images and associated document images online. Users can search the name using the logic provide by the existing Index, be placed on the first page of the index book where that entry resides, then electronically "page" through the index book to perform a visual search for the desired index information. Once an entry is visually located, the user simply enters the starting book and page, of the document and the image is provided.

Index Books Series: 85

Index Books	Index Style	Time Frame	No. of Index Volumes	Delivered Images	Source
Original Entries	Tract	1831-1882	1	400	Electronic images
		1837-1870	1	440	
Deeds (1 Direct/1 Inverted)	26 div Tab	1819-1869	2	904	
Deeds		1869-1933	18	4,500	
Warranty Deeds and Miscellaneous		Surname Key table	8/1933-8/1958	20	8,800
	9/1958-9/1971		16	4,800	
			10/1971-3/1985	27	8,100


Total Estimated Index Pages: 27,944

Record Books:

Record Books	Book Range	# of Books	Total Images	Source
Deed Record	A Pg 1 Thru G Pg 600	7	4,150	Electronic images
	H Pg 1 Thru Z Pg 800 (except J)	18	13,090	Onsite scanning Bound Books
	1 Pg 1 Thru 66 Pg 650	66	47,190	Electronic images
	67-335	269	192,115	Roll Film
Deed/Warranty/MIs Deed Record	335-350	16	11,440	
Warranty Deed	350-386	36	31,680	
	387-772	385	423,500	Aperture card
Quit Claim Deed	1 Page 1 - 12 Page 650	12	8,580	Electronic images

Total Estimated Record Book Pages: 731,745

Online Index Books with Record Books Fee Schedule (continued)

Cott Online Index Books  Software as a Service (SaaS) Cott Hosted Deployment	
Project Scope: OIB software, building Index book logic from onsite scanning, customer provided Images, microfilm & aperture cards , quality control, Implementation of software on MO Portal, software training, and software assurance & support	User Licenses unlimited search, rights to use software for term of contract
GB of Images – this project will yield approximately 61 GB worth of images	Training – Includes 1 hour of remote online training/Go-Live Support

Major Project Steps	About the Project Steps
Digitizing & onsite scanning	Cott will assign project coordinator, complete scope of work details, review customer responsibilities, capture images based on OIB search strategy, track media
Resynch (naming images), Quality Control	Cott will review the images (record book & index book) for quality, name Images based on OIB search strategy, report missing Images
Index logic build, Project Management & Testing	Project coordinator determines index build strategy, index logic is unique to each book series, create alpha units, divisions and subdivision, type setouts and test each index build from a search perspective.
OIB Software, OIB Index Book Fee, Setup & Import	OIB Index Book Fee related to the number of index books managed by the software, Install new Index series to existing program, load record book images that have been quality controlled into OIB for retrieval.
OIB Software Support	Software update, Customer Support

Online Index Books with Record Books Fee Schedule (continued)

Missouri Portal provided by Cott Systems is a subscription based internet website containing indices and/or images from multiple recording jurisdictions. Each jurisdiction's records and images are replicated from the jurisdiction's site to Cott's hosted site, and then made available for search to an end-user (searcher) for a subscription fee. Images can also be "purchased" for print or downloaded for a per-page fee. The capability for searching index records and retrieving documents is delivered 24 x 7 using Cott's web-portal technology, and affords each jurisdiction the opportunity to continue to recognize per-page print revenue, even for images "printed" from the internet search.

By leveraging Missouri Portal's simple – yet feature-rich – searching experience, and incorporating data and images from many jurisdictions, end users receive both the convenience and the value of substantial amounts of data in one location, combined with one centralized accounting for search and print activity. Created with the end-user in mind, Missouri Portal offers many features designed to offer maximum efficiencies in the overall searching experience. Highlighted features include:

- User Accounts with Role and Personalization Management
- Job / User Reference Tracking
- Flexible Subscription Management
- Multiple payment and pre-payment options (major credit/debit cards, PayPal accounts)
- Ability to download images for purposes of printing or future reference

Assumptions and Requirements

Software, Data

- Supported version of Cott's software in use by Customer.
- The data/Images on the website are not the official record.

User, Certificate, Account

- Requires named accounts whereby every user is a named user with an individual password.
- An **SSL certificate** for purposes of data encryption and identity authentication has been established and is managed by Cott; Secure Sockets Layer (SSL) technology protects the site and protects the people that trust us to use our site.
- An **Internet merchant account** with an acquiring institution has been established and is owned and maintained by Cott; this account authorizes purchases and ensures funds are deposited for credit card transactions over the Internet.

Internet Connection

- A high speed connection is to be established at Customer site by the Customer.
- Recommended connection speed is 3 Mbps down, 768 Kbps up, minimum requirements are 1.5 Mbps down, 512 Kbps up; minimum requirements are subject to change.
- The grade of internet connection at the customer site and its degree of dedication to Cott product(s) affects the overall replication performance, at the time of implementation and throughout the service period.
- A firewall at customer site is recommended for added security.
- Customer is responsible for establishing link from Customer website to Cott Portal.



Online Index Books with Record Books Fee Schedule (continued)

Subscription / Service Fees

- This service is funded by the end-users and is subscription based.
- A per page fee is charged for each page downloaded by the end-user.
- Payment for subscription fee and per page fees will be collected by Cott via major credit cards or PayPal accounts; no refunds.
- All transaction fees associated with owning and maintaining the Merchant Account and collecting fees via the Internet will be paid by Cott.
- Subscription fee will be set at the discretion of Cott based on many factors, including though not limited to: market trends, perceived value, and number of jurisdictions participating, and will be retained by Cott.
- Per-page fees will be set at the discretion of Cott based on many factors, including though not limited to: market trends and state legislation regarding amount of revenue a jurisdiction can collect per page for copies obtained by end-users.
- Per page collected from images downloaded by end-users from your jurisdiction's images will be remitted to the Customer on a monthly basis.

Support

- Cott reserves the right to manage promotional advertisements through the Portal site.
- Customer is responsible for fielding questions or concerns pertaining to recording procedures and the data content of the site.
- Cott Customer Support is responsible for fielding questions or concerns pertaining to administrative and/or operational questions. Cott Customer Support will make recommendations to resolve issues though will not make actual changes on end user's machine. By Cott recommending solutions to remedy issues, Cott is not assuming responsibility for any data loss, corruption and/or subsequent problems that may arise.
- The following chart provides examples meant to depict the delineation of responsibility in fielding questions from end-users:

Administrative Questions by Customer addressed by Cott	Operational Questions by Customer and End Users addressed by Cott	Content & Procedural Questions addressed by Customer
How to subscribe	Not able to view doc	How to search
Cannot log on	PDF Issues	Explanation of results
Forgot password	Cannot Print	Request for recording info
Changed IP address		



Fees | Initial Support/Service Term 36 months

\$176,930 and \$0/mo ¹

¹ Fees are based in part on the Initial estimated number of images, which was prepared based on information provided from an on-site survey of the records. If the actual number of images processed is less than the estimate, Customer will be invoiced for an aggregate amount that is less than the total specified herein. If the actual number of images processed is higher than the initial estimate, additional image charges will apply that will be the responsibility of the Customer. Cott will notify Customer of any additional charges.

Schedule of Payments

Invoice upon receipt of signed contract	\$89,085
Due upon subsequent monthly invoices	\$87,845 ²
Invoice upon Go-Live Date (deployment)	\$0/mo

² Cott will issue subsequent invoice(s) until the project is complete. Invoice(s) will be issued to reflect the actual number of images processed by Cott for the previous month. Invoice(s) may also be issued for the actual number of images imported by Cott for the previous month. Cott will apply any applicable credit on your account from the Initial down payment.

Invoices are due within thirty (30) days of issue.

Portal Service: Initial Term: 12 months

Schedule of Payments

Monthly Payment to Customer

\$1.00 per page ¹

¹ The \$1.00 per page is charged for each page downloaded by the end-user. The monthly payment to the Customer will be issued by the 15th business day of each month and will reflect activity from the previous month.

Jefferson County MO Recorder of Deeds directs Cott to deposit monies due Customer as follows:

Name of Financial Institution:

Name of Account:

Routing #:

Account #:

Email Address:

[for receipt of EFT notices]

Termination:

The Portal Service is automatically renewed annually. The Portal Service will terminate upon: 1) Customer is no longer using a supported version of Cott's software, or, 2) Customer elects to remove their Index and/or images from the Portal by providing written notice to Cott. In either case, Cott will be given written notice with no less than 30 days to comply. Customer is entitled to receive payment for pages downloaded by the end-user through date of service termination.

Master Agreement for Products and Services

This Master Agreement for Products and Services ("Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 2800 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Cott") and its Customer set forth below ("Customer").

Products and Services Ordered Under This Agreement

Cott offers data management products and services for local governments and Customer has a need for some or all of the products and services offered by Cott. Cott will provide, and Customer will acquire, the products and services described in any applicable addendum to be executed by the parties. One or more Addendums may be executed at any time during the term of this Agreement for the following products and services and will become part of and be incorporated in this Agreement.

- | | | |
|----------------------------|-------------------------------|--------------------------|
| ▪ Auditing | ▪ Key from Image Workflow | ▪ Plats |
| ▪ Auto Index Software | ▪ Hardware & Network Software | ▪ Printouts |
| ▪ Backfile of Record Books | ▪ Hardware Maintenance | ▪ Reindexing |
| ▪ Books, Covers & Jackets | ▪ Historic Redaction | ▪ Remote Online Training |
| ▪ Data Acquisition | ▪ History of Index Data | ▪ resolution3 |
| ▪ Data Conversion | ▪ Hosted Search Portal | ▪ resolution3 Hosted |
| ▪ Day Forward Redaction | ▪ Internal Print Management | ▪ Software Assurance |
| ▪ eBackup | ▪ Microfilm Creation | ▪ Software Escrow |
| ▪ eCommerce | ▪ Offsite Storage | ▪ Toby Trax |
| ▪ eRecording | ▪ Online Index Books [OIB] | ▪ Verdict |

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under this Agreement and any Addendum executed by Cott and Customer.

Cott and Customer have executed this Agreement to be effective as of the date it is signed by Customer. The offer contained in this document will expire if Customer does not execute and deliver this Agreement to Cott on or before 90 days after Cott has signed this Agreement.

COTT SYSTEMS, INC.

(Signature) (Date)

Deborah A. Ball
(Print Name)

Chief Executive Officer
(Print Title)

(Address)

(County, Parish, Town)

CUSTOMER

Kenneth B. Wauer 7-25-2013
(Signature) (Date)

Kenneth B. Wauer
(Print Name)

County Executive
(Print Title)

(Address)

Please digitally sign or print and sign original copy/copies for your records.
Once contract is signed, please email or fax the entire contract to Cott.
To: Cott Systems | ATTN Finance Dept | 1.866.540.1072 | contracts@cottsystems.com

TERMS AND CONDITIONS

1. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within 30 days after invoice. Late charges not to exceed three per cent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of the purchase of Cott's products or services by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.

2. **Warranty.** Other than any express warranties set forth in the Agreement or any applicable Addendum and Schedule, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its products and services is based upon the limitations of Cott's liability as set forth in these Terms. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

3. **Limitation of Liability.** **IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Agreement with respect to the applicable product or service. No action under the Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.

4. **Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the state law where Customer resides.

5. **Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.

6. **Assignment; Successors.** This Agreement will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Agreement, their respective successors, and assigns; provided, however, that neither the Agreement, nor any rights under the Agreement, may be assigned, transferred, or encumbered by Customer, directly or indirectly, without Cott's prior written consent. Cott may assign this Agreement or any interest herein in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

7. **Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Agreement. The Agreement shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Agreement. Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.

8. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by fax, e-mail or other electronic means and confirmation of receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Agreement. A party may change its address for notices.

9. **Miscellaneous.** The Agreement, any Addendums and Schedules executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Agreement may not be modified or amended except in a writing signed by Cott and Customer. Acceptance of the offer presented by this Agreement is limited to the terms set forth herein. The terms of this Agreement including any Addendum or Schedule may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Agreement by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing and signed by the party to be charged. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any

rights or remedies. The Agreement, and any part thereof, may be executed in counterparts, each of which when so executed shall be deemed to be an original.

10. Term. This Agreement will begin when it is signed by Customer and continue until all Addendums have expired or terminated. These Terms and Conditions shall survive the termination or expiration of this Agreement.

11. Breach. Cott or Customer may terminate an Addendum if the other party materially breaches an Addendum and fails to correct the breach within 30 days following written notice specifying the breach. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.

12. Authority. By execution of this Agreement or any Addendum, Customer represents and warrants that this Agreement and Addendum, as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.

13. No Solicit. Customer agrees not to encourage or solicit any employee to leave Cott's employment or hire Cott employees.

14. Order of Precedence. Where possible, the terms of this Master Agreement and the terms of each Addendum and Schedule will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum or Schedule, in which case the Addendum or Schedule will control.

15. Electronic Delivery. This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Agreement, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.

Addendum for Backfile Services

This **Addendum for Backfile Services** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached ____ Schedule ("Schedule") and is being executed as an Addendum under Cott's **Master Agreement for Products and Services** in order for Cott to provide the service described herein.

- 1. Service.** Cott will electronically capture, where applicable, and catalog pages from the index books and/or record books along with, where applicable, the associated key tables, sub index, charts or tabs, and create setout names, alphabetical breakdowns or numeric breakdowns for the index book pages where appropriate, as specified in the Schedule. The electronic pages of the book(s) will be examined for quality and readability, and pages will be numbered to allow for linkage between index book entries and record book entries where applicable.
- 2. Source.** The source of index and record book images, may include, though is not limited to, microfilm, microfiche, aperture cards, CD/DVDs containing data in .TIF format and original hardcopy index and record books. Project efforts may include onsite scanning from original books, and if so, would be specified in the Schedule. While Cott will use reasonable efforts to provide a quality image, Customer is responsible for ensuring that the quality of captured index and record books pages is acceptable. If Customer is responsible for providing the original images, additional costs may apply to correct problems with quality.
- 3. Inspection and Acceptance.** The date that Cott first makes the images available on the Customer's base system or to the public will be the "Go-Live Date". Within ten (10) days after the Go-Live Date, Customer will inspect, approve and accept all aspects of the images including the form, content, searchable data, appearance and functionality of the images. Unless Cott receives from Customer detailed written notice of deficiencies in the images within ten (10) business days of the Go-Live Date, Customer will be deemed to have accepted the images. If Cott receives such notice, Cott shall use its best efforts to correct errors that are attributable to Cott, and Customer agrees to cooperate with and assist Cott in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the images are in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.
- 4. Fees.** The fees are set forth in the "Fees" and "Payments" sections of the Schedule.

5. **Early Termination.** Customer may terminate this service and this Addendum by providing written notice to Cott. Cott is entitled to recover from Customer all fees associated with images processed or imported to the date that Cott receives the notice (even if Go-Live has not occurred yet).
6. **Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the data made available through this service. Cott will not remarket or claim ownership of the data.
7. **Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing Customer's base system utilizing Online Index Books or Online Books. Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, specifically rejects any responsibility for and will be held harmless from and against any liability for the form, content, accuracy or quality of information passing or obtained through or resident on the Online Index Books system or the Online Books. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards and any data input errors.
8. **Disclaimer of Warranty.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA MADE AVAILABLE THROUGH THIS SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE DATA OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
9. **Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of backfile services by Cott under this Addendum and any Schedules executed by Cott and Customer hereunder from time to time.

Software License and Software Assurance Addendum

This **Software License and Software Assurance Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached **Schedule** ("Schedule") and is being executed under Cott's **Master Agreement for Products and Services** in order for Cott to provide the software and services described herein.

1. **Grant of License.** In consideration of the payments specified in the Schedule, Cott grants and Customer accepts a non-exclusive, non-transferable, right and license ("License") to use the software specified and described in the Schedule including all elements, applications, by-products and databases of the software (collectively, the "Software"). The License will last for the period of time specified in the Schedule. The Software may be used solely on the server(s) and that number of associated workstations specified in the Schedule, at the location set forth therein. If a server or workstation is inoperative due to malfunction or maintenance, upon notice to and approval by Cott, Customer may temporarily use the Software on a backup server or workstation, as the case may be, until the licensed server or workstation is operative. Customer may make one copy of the Software and the User Manual and other written materials delivered by Cott in connection with the deployment of the Software (the "Documentation") for backup and archival purposes only, and such copy must include all appropriate copyright and proprietary notices. Upon notice to and approval by Cott, Customer may replace a server or workstation and transfer the Software to a replacement server or workstation at the same location set forth in the Schedule. Customer will not (a) exceed any limit on installations, users or other limitation specified in the Schedule; (b) sell, lease, license, sublicense or encumber the Software or the Documentation; (c) decompile, disassemble or reverse engineer any portion of the Software or the Documentation; or (d) write or develop any derivative software or any software program based on the Confidential Information (collectively, the "Limitations on Use").

2. **Inspection and Acceptance.** An operational system will be made available by Cott for review by Customer. The date of the earliest to occur of the following will be the "Go-Live Date": (a) the storage or indexing of data utilizing the Software, or (b) the recordation or acceptance of documents for recording by Customer or Customer's system, or (c) the databases associated with the Software are made available to the public. Within two (2) business days after the Go-Live Date, Customer will inspect, approve and accept all aspects of the operational system including the form, content, searchable data, appearance and functionality of the system. Unless Cott receives from Customer detailed written notice of deficiencies in the Software within two (2) business days of the Go-Live Date, Customer will be deemed to have accepted the Software. If Cott receives such notice, Cott shall use its best efforts to correct programming errors that are attributable to Cott, by way of correcting or replacing the Software and/or remedying program errors as promptly as possible. Customer agrees to cooperate with and assist Cott in the migration to and testing of the new system and in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the Software is in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.
3. **Software Assurance.** Cott's Software Assurance program contains two elements. Cott provides customer support services as described in the "Customer Support Processes Exhibit" and Cott provides software update services (collectively, "Software Assurance"). When Customer subscribes to Software Assurance, it will be specified and provided as described in the Schedule. Software Assurance begins as of the Go-Live Date and will last until the end of the month during which the applicable anniversary occurs. Provided Customer is not then in breach, Software Assurance entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of our software which increase the speed, efficiency or ease of operation of the Software. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a software "bug". Releases are a group of enhancements to existing software modules that are requested by customers. Releases are governed by Cott's "Software Update Processes Exhibit", reviewed by customers using the same version of software within the same state, and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades that are necessary in order to install and run the Releases will be the responsibility of the Customer. Cott reserves the right to charge additional fees for modifications to the software requested by Customer which are beyond the scope of Patches and Releases as defined herein.
4. **Software Assurance Fees.** Customer may pay up front all Software Assurance fees for the Initial Support Term specified in the Schedule. In the absence of such upfront payment (a) the Software Assurance fees will remain fixed until the applicable anniversary of the Go-Live Date, except that Cott may pass along to Customer an increase in third party system software support if announced by the software provider, and (b) on the applicable anniversary of the Go-Live Date, Cott may increase the Software Assurance fees with a maximum increase of ten percent (10%) of the then-current fees. The fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance. If the Go-Live Date is any day other than the first day of a month, and if Customer is not concurrently ending use of other Cott software that has monthly software assurance fees associated with it, the initial month's fees will be prorated and will be invoiced on the Go-Live Date.
- After the expiration of the Initial Support Term, Software Assurance will automatically renew for additional one (1) year periods unless Customer notifies Cott, no later than ninety (90) days before the scheduled expiration of the Initial Support Term or the applicable renewal period. Cott will endeavor to notify Customer of the fees for renewal terms at least one hundred twenty (120) days prior to the expiration of the then-current term, but in any event will notify Customer of such fees prior to the expiration of the then-current term. If Cott is unable to notify Customer of the fees for the renewal period prior to the expiration of the then-current term, and Customer has not issued a timely notice not to renew the Software Assurance, and the fee increase exceeds five percent (5) % of the then-current fees, Customer may notify Cott within seven (7) days of its receipt of the fee notice of Customer's intention to cancel the Software Assurance. The cancellation will be effective on the last day of the month that Cott receives the notice.
5. **Termination; Material Breach.** This Addendum and the License and/or Software Assurance hereunder may be terminated by the non-breaching party if a "material breach" occurs. A "material breach" means any of the following which remain uncured to the reasonable satisfaction of the non-breaching party after ten (10) days' notice specifying the breach is provided: (a) Customer's violation of the Limitations on Use; (b) Customer's unauthorized duplication of the Software or the Documentation; (c) Customer's violation of its obligations with respect to Cott's Confidential Information; (d) Customer's use of the Software on servers, workstations or other equipment not authorized pursuant to a Schedule; (e) Cott's failure to reasonably perform its obligations hereunder; or (f) Customer's failure to timely pay Cott all sums due hereunder. If a material breach occurs, this Addendum including any Schedules and the License and/or Software Assurance hereunder may be terminated, in the discretion of the non-breaching party, upon written notice of termination.
6. **Early Termination of Software Assurance.** Customer may terminate Software Assurance by providing sixty (60) days written notice to Cott. Cott is entitled to recover from Customer and Customer shall pay one hundred percent (100%) of the sum of the remaining

monthly Software Assurance fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Software Assurance on the last day of the monthly term that occurs sixty (60) days after Cott's receipt of the termination notice. Customer will be responsible for the monthly Software Assurance fees up to the date of termination. If any software license fees remain payable under this Addendum, all such fees shall be paid in full at time of Software Assurance termination.

7. **Training.** Cott will provide training on the operation of the Software as specified in the Schedule. Cott training options may include though are not limited to training at Customer's location, training at Cott's location and remote online training over the internet. Training days are measured by the number of Cott personnel utilized, multiplied by the number of days that training is provided and include travel time for Cott personnel to travel to and from Customer's location. For example, two Cott personnel traveling one-half day to Customer's location, providing four days of training, and traveling one-half day to return to Cott would amount to 10 training days. One day of training shall be defined as not fewer than 6 and ½ hours. Cott reserves the right to charge additional fees for additional training requested by Customer, and for training beyond the scope of training specified in the Schedule. Cott will notify Customer of any additional charges.
8. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott promptly in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the alteration of the Software by anyone other than Cott; the misuse of the Software; the use of the Software in combination with software not delivered or furnished by Cott; or use of the Software in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Software, Cott shall either (i) modify the Software so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Software. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Addendum upon thirty (30) days written notice to the other.
9. **Warranty.** Cott warrants that the Software will perform in substantial accordance with the functional overview provided in the Schedule for so long as Customer subscribes to Software Assurance. Customer shall give Cott prompt notice of any defect. If Cott determines that the Software is defective in materials or workmanship and is covered by the warranty, Cott will either repair the defect or replace the defective portion of the Software. Cott will be afforded a commercially reasonable period of time to remedy the defect and will not be considered in breach if Cott commences to cure the defect within such period and diligently proceeds towards the remedy of the defect. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Software at all times in accordance with the Documentation and provided Customer has installed all Patches and Releases available since the install date. The warranty does not apply if (a) the Software is modified or adjusted by anyone other than Cott's authorized representatives; (b) the modification, adjustment or replacement of the Software is required wholly or partially because of accidents, neglect or improper operating conditions; or (c) malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks.
10. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SOFTWARE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
11. **Confidentiality.** "Confidential Information" means object code and machine-readable copies of the Software, Documentation, information, specifications, trade secrets, viewable pages, screen shots or other images of the Software intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Software and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
12. **Data Presented.** While the Software allows for excluding certain data from being viewable when accessing the Customer's base system, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the

disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on Customer's base system. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. If Customer's searchable data is accessible over the internet, Customer will permit Cott to include in the viewable portion of Customer's web site customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.

13. **Ownership of Software and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Software or Documentation. Cott and Customer agree that Cott is the owner of the Software and the overall look, feel and design of the Software. Customer is the owner of the data on Customer's system. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
14. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.
15. **End Users.** Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. If the standard software template permits Customer to establish individual end-user accounts with passwords, Customer is responsible for establishing, managing and monitoring end-user accounts.
16. **Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of Software and services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

Addendum for Portal Services

This **Addendum for Portal Services** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached attached ____ **Schedule** ("Schedule") and is being executed as an Addendum to Cott's **Master Agreement for Products and Services** in order for Cott to provide the services described herein.

1. **Portal Design.** Cott will establish a website (the "Portal") containing Indexed Instruments and/or associated images from Customers that participate in the Portal. Cott will have sole authority regarding the design, look and feel of the Portal. Customer grants Cott the right and license to use, publish and display Customer's name, mark or other symbol of office on or in association with the Portal and any advertising or marketing materials associated therewith.
2. **Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified in the Schedule. This Addendum will automatically renew for successive one (1) year periods. Customer may elect not to renew the term by giving Cott notice of non-renewal at least thirty (30) days before the scheduled expiration of the then-current term.
3. **Fees.** Fees will be payable to Cott by end-users of the Portal and will be shared with Customer as described in the Schedule. Cott will have the authority to adjust fees to end-users from time to time but will do so in consultation with Customer.
4. **Portal Access.** The Portal will be accessible by end-users as described by the Portal site. Cott will use commercially reasonable efforts to ensure that the Portal is operational twenty-four (24) hours a day, except for maintenance and periods of shut-down.

caused by equipment, communications, system or power failure, or other causes beyond the reasonable control of Cott. Customer will notify Cott if Customer becomes aware of any outage, interruption of service, unscheduled down time, decrease in availability or accessibility or other service level deficiency. Except as otherwise expressly stated herein, Cott does not make any warranties regarding the operation or performance of the Portal.

5. **Ownership of Design; Content.** Cott and Customer agree that Cott is the owner of the Portal domain name and the overall look, feel and design of the Portal. Customer owns the data associated with the Indexed Instruments and/or associated Images from Customer's base system. Customer grants Cott a worldwide right and license to use, reproduce, distribute, transmit and publicly display such data in connection with the Portal services and operation of the Portal. The Portal is hosted on behalf of the Customer by Cott.
6. **Replication.** Customer acknowledges that ongoing data replication is required to ensure that the data present within the Portal is current and Customer consents to such replication. Replication frequency will be determined by Cott but Cott will endeavor to replicate as close to real time as is reasonably practicable. Customer will arrange for and maintain the high speed connection described in the Schedule between Customer's base system and the Portal that will enable replication. The connection must conform to Cott's specifications. Customer is responsible for installing and maintaining on its network a firewall between the connection and Customer's system and such firewall must meet IPSEC VPN standards. Customer will be responsible for monitoring the firewall.
7. **End Users.** Use of the Portal will be subject to Terms of Use and other conditions set forth on the site. Cott will provide end-user customer service regarding Portal functionality and use. Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for end-users of the Portal regarding the indexed instruments and/or associated Images appearing on the Portal, and accordingly Customer will be the point of contact for all questions from end-users on such matters. The payment processing account or Internet merchant account which enables End Users to pay fees or charges incurred in the use of the Portal is provided by an independent vendor (such as Verisign, PayPal). Neither the Customer nor Cott is responsible for the conduct of the vendor including as to the collection, storage or confidentiality of End Users' personally identifiable information. Cott does not store personally identifiable information on its servers.
8. **Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing the Portal, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott shall not be responsible or liable for the display or posting of any personally identifiable information including, but not limited to, social security numbers that appear in indexes or recorded documents accessible on or through this Portal. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on the Portal. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system and, through replication, the Portal. Customer will be responsible for implementing and carrying out such standards and any data input errors.
9. **Indemnity.** Customer agrees to indemnify, defend and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to Customer's failure to comply with this Addendum.
10. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED ON THE PORTAL. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PORTAL OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE PORTAL, THE INFORMATION DISPLAYED ON THE PORTAL OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S OR END-USER REQUIREMENTS.
11. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.