



CITY of NOVI CITY COUNCIL

Agenda Item 3

June 18, 2007

www.cityofnovi.org

SUBJECT: Approval to award Phase I of the Enterprise Content Management System Design and Implementation of Hyland's OnBase Software to ImageSoft, Inc. and to purchase related hardware for a total of \$213,175.

SUBMITTING DEPARTMENT: Finance and IT

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$213,175
AMOUNT BUDGETED	\$ 72,480 Federal Drug Forfeiture Funds (34%) 266-266.00-986.000
	\$140,695 General Fund (66%) 101-201.00-986.000
	\$213,175 Total

BACKGROUND INFORMATION: Document storage is a concern expressed by all departments. Currently, departments each have their own method of file storage which varies anywhere from maintaining paper copies to utilizing laser fiche technologies. Implementation of a City-wide Enterprise Content Management (ECM) System will:

- Increase ease and convenience in searching, sharing and managing documents
- Reduce space/cost requirements for paper document storage (we currently spend ~ \$12,000/year for off-site storage)
- Address resident information requests more quickly, regardless of location
- Address disaster recovery needs

Three vendors responded to the City of Novi's request for proposal. ImageSoft, Inc. received the highest rating based upon questionnaire responses, compliance with system requirements, application integration and their ability to employ proven workflow solutions. A summary of each vendor's rating is as follows:

ECM Vendor Information				
		ImageSoft, Inc.	Genesis Imaging LLC	Konica-Minolta-Albin
	%			
QUESTIONNAIRE RESPONSES	30%	26	23	Not an authorized OnBase Service Provider
SUMMARY OF COSTS	30%	\$ 177,421	Incomplete	
ON-GOING SUPPORT COSTS (ANNUAL)	30%	\$ 14,867	Incomplete	
PROVEN APPLICATION INTEGRATION	10%	YES	NO	
Total Ranking		3.0	0.6	0.0

Upon approval of City Council of this award, a project team comprised of various city staff will meet with representatives of ImageSoft, Inc. to develop a detailed work plan which will address hardware installation, document conversion and establish project completion dates.

RECOMMENDED ACTION: Approval to award Phase I of the Enterprise Content Management System Design and Implementation of Hyland's OnBase Software to ImageSoft, Inc. and to purchase related hardware for a total of \$213,175.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

Enterprise Content Management System - Vendor Ranking

Document Management and Imaging System Proposal Analysis

City of Novi

RFP Response Comparision

			ImageSoft	Genesis Imaging	Konica Minolta
		Weighting			
1	QUESTIONNAIRE RESPONSES	30%	3	2	0
2	SUMMARY OF COSTS	30%	3	0	0
3	ON-GOING SUPPORT COSTS (ANNUAL)	30%	3	0	0
4	PROVEN APPLICATION INTEGRATION W/EXISTING BS&A EQUALIZER	10%	3	0	0
Grand Total		100%	3.0	0.6	-

Enterprise Content Management System - Vendor Information

Document Management and Imaging System Proposal Analysis

City of Novi

RFP Response Comparision

			ImageSoft	Genesis Imaging	Konica Minolta
		Weighting			
1	QUESTIONNAIRE RESPONSES	30%	26	23	Not an authorized OnBase Service Provider
2	SUMMARY OF COSTS	30%	\$ 177,421	Incomplete	\$ -
3	ON-GOING SUPPORT COSTS (ANNUAL)	30%	\$ 14,867	Incomplete	\$ -
4	PROVEN APPLICATION INTEGRATION W/EXISTING BS&A EQUALIZER	10%	YES	NO	NO
Grand Total		100%			

Enterprise Content Management System - Cost Comparison

Document Management and Imaging System Proposal Analysis

City of Novi Not an OnBase Service Provider

RFP Response Comparison

Summary of Costs:		ImageSoft		Genesis Imaging		Konica Minolta	
Total Hardware & Support Software		\$	66,159.00	\$	19,735.00	\$	-
Total Application Software		\$	12,980.00	\$	4,250.00	\$	-
Total Implementation Services		\$	63,600.00	\$	5,250.00	\$	-
Total Training Services		\$	15,800.00	\$	2,100.00	\$	-
Annual On-Going Support		\$	14,867.00	\$	3,599.10	\$	-
Other		\$	4,015.00	\$	835.00	\$	-
Total of One-Time Costs		\$	177,421.00	\$	35,769.10	\$	-
Hardware & Support Software							
Scanner - Non-Duplex	1	\$ 3,209.00	\$ 3,209.00	\$ -	\$ -	\$ -	\$ -
Scanner - Duplex	1	5,044.00	5,044.00	2	1,995.00	3,990.00	-
Database/Capture/Storage Server	1	12,250.00	12,250.00	Cost not provided		-	-
OnBase Software:							
Server Software	1	17,399.00	17,399.00	1	14,745.00	14,745.00	-
Capture Software	2	1,528.00	3,056.00	1	1,000.00	1,000.00	-
Scan Stations	2	1,174.00	2,348.00	Cost not provided		-	-
Volume License	1	6,490.00	6,490.00	Cost not provided		-	-
Client Software - OnBase Concurrent Client License (1-5)	5	1,003.00	5,015.00	Cost not provided		-	-
Client Software - OnBase Concurrent Client License (6-20)	11	885.00	9,735.00	Cost not provided		-	-
Warranty	1	1,613.00	1,613.00	Cost not provided		-	-
Total Hardware & Support Software		\$	66,159.00		\$	19,735.00	\$
Application Software:							
Client Software - OnBase Municipality Workflow Concurrent License (1-5)	5	1,416.00	7,080.00	5	850.00	4,250.00	-
Report Writer	1	5,900.00	5,900.00	Cost not provided		-	-
Total Application Software		\$	12,980.00		\$	4,250.00	\$
Implementation Services:							
General Analysis	40	150.00	\$ 6,000.00	16	175.00	\$ 2,800.00	-
Functional Specifications Design and Planning	80	150.00	12,000.00	Cost not provided		-	-
System Installation	32	150.00	4,800.00	Cost not provided		-	-
Departmental Installation (Phase I)	120	150.00	18,000.00	Cost not provided		-	-
BS&A System Integration	32	150.00	4,800.00	Cost not provided		-	-
Database Conversion Planning and Execution	80	150.00	12,000.00	Cost not provided		-	-
Project Management	40	150.00	6,000.00	14	175.00	2,450.00	-
Total Implementation Services		\$	63,600.00		\$	5,250.00	\$
Training Services:							
End User Training (on-site)	40	150.00	6,000.00	12	175.00	2,100.00	-
Scan/Index User Training (on-site)	16	150.00	2,400.00	Cost not provided		-	-
Admin Training (on-site)	16	150.00	2,400.00	Cost not provided		-	-
OnBase Admin Training	1	2,500.00	2,500.00	Cost not provided		-	-
OnBase Workflow Training	1	2,500.00	2,500.00	Cost not provided		-	-
Total Training Services		\$	15,800.00		\$	2,100.00	\$
Other:							
Microsoft Sql Server 2005	1	863.00	863.00	Cost not provided		-	-
Microsoft Sql Server 2005 Client Access License	16	197.00	3,152.00	Cost not provided		-	-
Total Other Services		\$	4,015.00		\$	-	\$
Bid Signature Form		\$	177,421.00		\$	35,769.10	\$
Difference		\$	-		\$	-	\$

Vendor Background Analysis

VENDOR BACKGROUND ANALYSIS				
		ImageSoft	Genesis Imaging	Konica Minolta
1	Year started selling Document Management/Imaging Systems	1996	1997	1965
2	Closest support office	Southfield, MI	Antioch, IL	Wixom, MI
3	Headquarters	Southfield, MI	North Hampton, NH	Wixom, MI
	Source Code Included?	No	No	No
4	Source Code be placed in escrow?	Yes	Yes	No
	Total employees	41	15	257
5	Support staff	10	5	4
6	2006 total sales	\$6.8M	\$4.10	\$44.40
7	Items delivered FOB, freight prepaid and allowed?	Yes	Yes	Yes
8	Toll free support line?	Yes	Yes	Yes
9	Have remote access to perform diagnostics?	Yes	Yes	Yes
10	Michigan users group?	No	Yes	No
11	Provide enhancements at no additional charge	Yes	Yes	Yes
12	Guaranteed maximum response time	4 hours	30 minutes	4 hours
	-Michigan installations	11	0	250
13(a)	-National installations	48	98	10,000
13(b)	Hardware platform	Windows 200x Server	not clear	IntelBase
13(c)	Operating system recommendation	Windows 2000/XP	Windows	Windows
13(d)	Guaranteed 3 second maximum response time	yes	Yes	Yes
13(e)	Required processor	Dell or HP		Intel
13(f)	Proposed relational database	SQL Server 2005	SQL Server 2005	SQL Server 2005
13(g)	Proposed language	C# and C++	TCP/IP	n/a
14	True turnkey solution	Yes	Yes	Yes
	Hourly rates:			
	Senior Consultant	\$165/hr	\$175/hr	\$150/hr
	Project Manager	\$150/hr	\$175/hr	\$150/hr
	Developer	\$150/hr	\$175/hr	\$150/hr
	Installer	\$145/hr	\$175/hr	\$150/hr
15	Trainer	\$125/hr	\$175/hr	\$150/hr
16	Internet enabled	Yes	Yes	Yes
	Contractually agree to:			Yes
	Provide on-site staff training and implementation assistance	Yes	Yes	Yes
	Non-performance holdbacks	Yes		Yes
	Payment holdbacks	Yes		Yes
	Project Manager	Yes	Yes	Yes
	Allow City to approve vendor staff	Yes	Yes	Yes
17	Provide user documentation	Yes	Yes	Yes
18	One year warranty	OnBase and Kofax both require a 1-year maintenance contract be included with initial purchase.	Must pay annual maintenance in advance to insure support/coverage.	The first annual support payment would occur after the warranty expires.

QUESTIONNAIRE RESPONSES:

(Yes = 2, Partial = 1; No = 0)		ImageSoft	Genesis Imaging
1	Year started selling software (2<=1990, 1<2000):	2	2
2	Closest support office (2=Michigan, 1=Other)	2	1
3	Headquarters (2=Michigan, 1=Other)	2	1
4	Source Code Included?	0	0
5	Source Code be placed in escrow?	2	2
6	Total employees (2>20, 1>10)	2	1
7	Support staff (2>5, 0)	2	2
8	2004 total sales (2>\$10 million, 1>\$5 million)	1	1
9	Items delivered FOB, freight prepaid and allowed?	1	1
10	Toll free support line?	1	1
11	Have remote access to perform diagnostics?	1	1
12	Michigan users group?	0	1
13	Guaranteed minimum response time (2<= 2 hrs, 1>2 hrs)	2	2
14	-Michigan installations (2>=100, 1<100)	1	0
15	-National installations (2 >1,000, 1<1,000)	1	1
16	Platform recommendation (2 = open)	2	2
17	Operating system recommendation (2= widely installed)	2	2
18	Enhancements provided at no additional charge beyond annual support agreement? (2=yes)	0	0
19	Is system interactive internet enabled? (2=yes)	0	0
20	Waive first year software maintenance fees? (2=yes)	0	0
21	Authorized OnBase Service Provider	2	2
Grand Total		26	23



City of Novi

REQUEST FOR QUALIFICATIONS FOR

Enterprise Content Management System Design and Implementation of Hyland's OnBase Software

Revision 1
June 6, 2007

Prepared by:

ImageSoft, Inc.
40 Oak Hollow, Suite 120
Southfield, MI 48033
www.imagesoftinc.com





June 6, 2007

Carol J. Kalinovik
City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375

Dear Ms. Kalinovik:

ImageSoft, Inc. is pleased to submit the enclosed proposal to The City of Novi in response to your Request for Qualifications for Document Imaging Management System Design and Implementation of Hyland's OnBase Software.

We have reviewed The City of Novi's documented requirements and developed this proposal to meet and exceed current initiatives. The solution described in this document is architected to allow The City of Novi to expand the system enterprise-wide in the future.

The City of Novi will be able to self-manage the system, which is an important aspect of the total cost of ownership. You will find that the investment made on this system is both affordable and predictable, with no hidden costs.

The City of Novi, similar to other ImageSoft customers, will see an immediate return on investment in this solution and will achieve additional ROI benefits for many years into the future.

ImageSoft is uniquely qualified and experienced at working with government entities, providing powerful Integrated Document Management solutions to similar Cities and Counties throughout the State of Michigan.

Thank you for the opportunity to submit a proposal in response to your requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Mich Hellebuyck".

Michael Hellebuyck
Account Executive
ImageSoft, Inc.

A handwritten signature in black ink, appearing to read "Scott D. Bade".

Scott D. Bade
President
ImageSoft, Inc.

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1. Executive Summary

ImageSoft has carefully read the City of Novi RFP document/s and is pleased to submit this response to you. Our experience implementing enterprise-wide document management solutions for Cities and Counties throughout Michigan provides confidence and comfort that ImageSoft, combined with the scalability and out-of-box architecture of the OnBase Solution, will meet the current and future needs of The City of Novi.

From the start, our solutions are architected to scale and will fully accommodate the “enterprise wide” vision of the City. Throughout this response, you will find choosing the OnBase solution delivered by ImageSoft, a Platinum OnBase Partner, will ensure the City has a successful phase 1 implementation and a brighter vision for future phased deployments. Our integrity and experience delivering tailored Government solutions will achieve faster deployment times and surpass all set expectations.

Our solution is based upon two of the finest and most popular software products on the market: **OnBase** by Hyland Software and **Kofax Ascent Capture**. Both of these products have been widely available for more than 10 years and have thousands of successful customers.

As the City is aware, document management is a critical technology for driving process improvements and reducing costs. Implementing a system that is not flexible or too costly to expand will not serve the cities needs. Furthermore, implementing a system that is either not reliable or limited in function will also not meet the City’s long-term objectives. ImageSoft and OnBase provide a solution that is:

- Flexible
- Expandable and Scalable
- Has more out-of-box functionality than any competing system
- User Manageable (point-click configuration)
- Affordable

Because of these factors, the OnBase solution has become the system of choice for local government organizations around the country and many within the State of Michigan. ImageSoft has more experience than any vendor implementing this solution within the State, and is one of the top 3 OnBase integrators worldwide.

This proposal includes more than just the replacement of the LaserFische system; it includes many key OnBase enterprise components that will be of significant value to Novi for years into the future. ImageSoft has included the implementation of OnBase Workflow for a single department so that the City can begin to achieve the benefits that workflow provides and also provide a training-ground for Novi staff so that future workflow initiatives can be handled internally.

ImageSoft also included the OnBase Application Enabler (AE) technology that allows OnBase to be tightly integrated with the City of Novi line-of-business systems without programming. AE will make existing City systems more effective and will ensure users are more productive.

We are confident the City of Novi, along with an experienced OnBase provider, will exceed all expected goals throughout the Phase 1 deployment of Finance, Engineering and Clerks departments. On behalf of everyone at ImageSoft Inc., we would like to thank the City of Novi for allowing us the opportunity to prepare this response for you.

2. Organization Background

2.1 ImageSoft Background

The choice of System Integrator is an important consideration when choosing a system. The expertise and experience of the System Integrator will improve the performance, the implementation, the user acceptance and the *long-term value* of the solution. ImageSoft, an award-winning integrator of the OnBase System and the Kofax Ascent suite of products is uniquely qualified to provide a system-based solution, installation, implementation and on-going support to the City of Novi.

ImageSoft has extensive experience working within City and County government, understanding business processes and most importantly, integrating the powerful OnBase system with line-of-business applications.

ImageSoft's business philosophy is "complete customer satisfaction". Our goal entering into each new customer relationship is to have the customer become a positive ImageSoft reference. ImageSoft, along with Hyland, are privately-owned, have no long-term debt, are financially stable and have the ability to react quickly to customer needs. The majority of our employees work in the capacity of development, deployment and support - areas we feel are critical to our customers' satisfaction.

ImageSoft is very proud to have achieved the highest levels of accreditation from Hyland Software (makers of OnBase):

- "Platinum Partner"
- "Diamond Support Partner"

Additionally, ImageSoft was named the Kofax 2005 and 2006 Great Lakes Partner of the Year and have been designated as a Kofax "Gold Partner" (the highest level of achievement).

Training Commitment: As an example of our commitment to complete customer satisfaction, ImageSoft will provide unlimited training during the first 90 days after system implementation – we have found that concise and thorough training will produce a higher level of user acceptance and increased confidence in the system.

ImageSoft offers a Customer Care Package designed to provide peak system performance and enhanced customer satisfaction. The Customer Care Package includes:

- Unlimited Telephone Support and Remote Support
- On-site version or revision upgrades to the OnBase and Kofax system (2 times per year).
- Upgrade assurance on all ImageSoft deployed components
- Direct access to your personal support team members

ImageSoft will be the sole contractor for the Document Management and Imaging System for the City of Novi implementation.

2.2 Hyland Software Background

As the City of Novi is performing due diligence in the evaluation and selection of a Document Management Solution and System Integrator, it is important to know that ImageSoft has performed a similar review by selecting "best in class" business partners, such as Hyland Software, the developers of OnBase and Kofax Ascent Capture.

Hyland Software, founded in 1991 released the first version of OnBase in 1993. Their focus on the OnBase product is finite as this is the only product they develop. Over the years OnBase has become the fastest growing Integrated Document Management System Solution on the market, with over 6,300 customers, over 1,000,000 users in 22 countries.

Modular in design, (over 70 modules) OnBase has been very successful in the government marketplace due to its extensive off-the-shelf function and the lower total cost of ownership. Today's economic government climate dictates system selections that are affordable, yet robust, which avoid placing drains on valuable IT resources.

Hyland is privately-owned has no long-term debt or venture capital, making Hyland accountable and responsive to only their customers and partners.

2.3 Kofax Background

Kofax has been delivering world class capture products for more than 15 years and is the leading provider of document capture technology worldwide. Kofax VirtualReScan (VRS) has revolutionized the ability to capture "challenging" documents. Kofax Ascent Capture is the benchmark for capture software, also providing the ability to read and interpret barcodes and perform advanced zonal index extraction (OCR).

ImageSoft has been working with Kofax since 1996 and is the largest Kofax partner in the Great Lakes region.

3. Proposed Applications Solution

ImageSoft has proposed the OnBase Integrated Document Management and Kofax Ascent Capture and VirtualReScan (VRS) products.

3.1 OnBase

OnBase® is an integrated suite of Enterprise Content Management (ECM) software built upon on a central content repository (see figure below). Leveraging a single and secure content repository that can scale to manage billions of content objects, OnBase provides a modular suite of ECM applications including Production Document Imaging, Document Management, COLD/ERM (output/report management), Business Process Management (Workflow), and Records Management. These applications are used to capture, process, distribute, and manage the lifecycle of the content that drives core business operations.

OnBase can be installed on premise or delivered as a hosted service over the Internet. OnBase unlocks the information contained in the various sources of enterprise content that are consumed and generated by your everyday business activities: paper and electronic documents, statements and reports, application files, and e-mail correspondence. It enables businesses to organize and provide access to that information so it can be automatically routed across business processes; retrieved online and through enterprise applications; and then delivered to frontline decision-makers anywhere in your organization at the moment they need it most.

More than 6,300 enterprises rely on OnBase every day to help them run their operations more efficiently. You can feel confident about growing with ImageSoft and OnBase.

The use of OnBase® makes implementing a reliable document repository with accompanying workflow processes that meet specific user needs, easy and cost effective. Because OnBase® provides a complete workflow system for automating processes and not just a toolkit, it allows the implementation team to focus on the business process and not on the tools - this dramatically reduces cost and implementation time.

This solution is particularly well suited for automating and tying together disparate systems, without programming. OnBase modules, such as Application Enabler along with specific ImageSoft components provide integration to line of business applications through point-click interfaces.

Working with a product that is predominantly menu driven; with point and click configuration capability, will provide a lower total cost of ownership. OnBase® will meet and exceed the needs of The City of Novi for Phase 1 and future departmental deployments.

A key differentiator of OnBase® when compared to competing systems is that OnBase® will allow The City of Novi to become self-sufficient in a short period of time. The application takes weeks and not months to configure and install. The configuration tools are intuitive also providing the opportunity for reduced cost of ownership as you expand the use. OnBase® will provide repeated cost savings to The City of Novi compared to the extensive programming costs of competing workflow solutions.

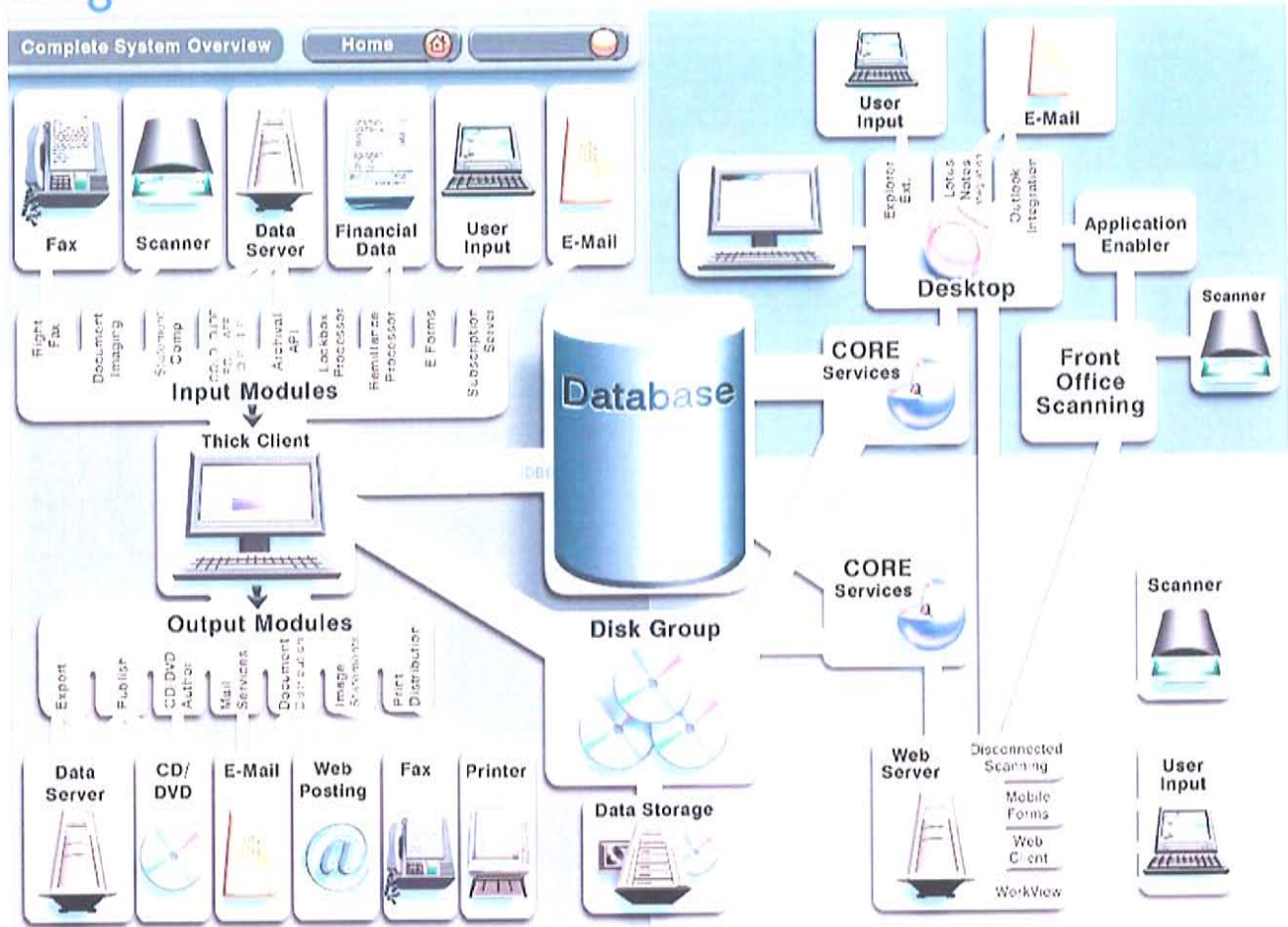


Figure 1 - OnBase Architecture

OnBase manages virtually every type of content – images, faxes, host generated reports, application files, HTML forms, emails, video clips, etc. as well as every stage of the lifecycle – creation/input, storage retrieval, revision and distribution.

OnBase is modular in design, with more than 70 modules allowing organizations to grow. Expansion from a departmental to City-wide solution is accomplished by expanding user access to the core OnBase solution within other departments and purchasing modules specific to those areas.

Some of the key modules are;

- COLD/ERM – Automatically converts and indexes reports and statements to text and stores them in OnBase. No need to print and scan.
- Workflow – Automatically routes documents and work in accordance with defined business processes.
- Electronic Document Management Services (EDMS) – Stores and manages application files such as word processed documents, spreadsheets and presentations. Features include ad hoc document storage, revision control and check-in/check-out.

Image

- Application Enabler – "Image enables" third party applications, enabling users to double-click on specified fields and retrieve related documents from within the OnBase system.

3.2 Kofax Ascent

ImageSoft will be integrating the system with Kofax Ascent software as the document capture subsystem. ImageSoft will provide a custom Kofax Release Script that provides direct integration between Kofax and OnBase.

3.3 Enterprise Architecture

Once imaging becomes central to the City IT infrastructure, it will be very important that the system is available 100% of the time. ImageSoft has leveraged our experience in implementing high-volume, high-available systems for other customers in preparing this proposal. We have expertise in **Disaster Recovery** planning and fully support the high availability options provided in OnBase, Kofax and other City standard products, such as EMC Centera. We have included time for our senior architect to work with your team to put an infrastructure plan in place that will protect the City data and ensure long-term success of this initiative.

As a future option, OnBase offers an off-site data validation and archiving service call Backstop. Backstop can be used to verify backup media and to provide an inexpensive Disaster Recovery site for OnBase data.

As the City has learned, it is important to select a product platform that can scale as needs grow. OnBase and Kofax are both immensely scaleable. OnBase has sites with over 1 billion documents online and more than 10,000 active users. Kofax Ascent is deployed at many sites processing more than 100,000 pages per day. ImageSoft supports the largest imaging site in the state, which has the capacity to scan more than 600,000 pages per day. OnBase and Kofax provide a platform the City will not outgrow.

4. Request For Qualification Responses

This section contains specific responses to questions in the RFQ.

4.1 Selection Policies Questions (RFQ page 6)

1. What is the primary product marketed by your company?

The primary product marketed by ImageSoft is OnBase.

2. What percentage of revenue is generated by optical imaging systems?

90% of ImageSoft revenue is generated by optical imaging systems.

3. How long have you been marketing optical imaging systems?

ImageSoft has been successfully implementing optical imaging systems for 10 years.

4. How many municipal systems of an enterprise-wide complexity have been installed by your company?

ImageSoft has nine (9) municipal customers in which 5 are enterprise-wide. The other 4 are focused on certain departments; however the expansion to enterprise-wide is in their future.

5. What percent of your client base runs the system or interfaces it with Windows?

90% of our client base utilizes OnBase within Windows platform/s.

6. Information on at least six (6) municipal customers.

- **City of Northville**

215 West Main Street
Northville, MI 48167
Sandi Wiktorowski (248)449-9912

ImageSoft maintains an OnBase Document management solution for the City of Northville, MI. The system encompasses the Finance and Police Departments for scanning, indexing, storage and retrieval. ImageSoft has recently implemented data extraction utilities to auto index documents (invoices) as they are scanned. We also have integrations with the BS&A applications for data look-up and auto-fill of Keyword data. Next phase is to implement OnBase workflow for invoice approval processing.

- **Northville Township**

41660 Six Mile Road
Northville, MI 48167
Dee Bowden (248) 348-5800 x10500

A client since 2001, ImageSoft has installed a turnkey imaging system for the police and finance departments. The system includes integration with the CLEMIS system. Features include: OnBase Imaging, Kofax Ascent Capture, CD Publishing, BS&A Software Integration

- **St. Clair County**

201 McMorran

Image

Port Huron, MI 48060
Brian Briese (810)985-2263

St. Clair County has an ImageSoft deployed solution that encompasses the Friend of Court, Finance, Human Resources, District Court and Prosecuting Attorney Office. Kofax document capture, Indexing, Retrieval, Letter merging and Workflow are the components that make up the system. The solution is seamlessly integrated with the CSES Gen 2 system for Friend of the Court payment processing, dramatically reducing the time it takes to get payments through the system and out to the recipient. Recent expansion into the District Court and Prosecuting Attorney's office allows workflow to play a significant role in issuance of documentation, such as arrest warrants by use of electronic signatures in OnBase. For Human Resources, ImageSoft deployed a workflow to merge online applications into a XML format for auto import into OnBase for review. Paper applications, along with supporting information is also captured and stored in OnBase.

- **Berrien County**
811 Port Street
St. Joseph, MI 49085
Ken Hoffman (269)983-7111

ImageSoft engaged with Berrien County to convert their existing LaserFische solution to OnBase. OnBase is currently being utilized for document capture, indexing, storage and retrieval in the Clerk, ROD and FOC areas of the County. ImageSoft worked with Berrien County to integrate with the MiCSES application to pull data from screens in order to populate and auto-generate over 150 custom letter templates utilizing a ImageSoft ASI toolbar and MS Word.

- **Calhoun County**
161 E. Michigan
Battle Creek, MI 49014
Dee Dee Malone (269)969-6553

ImageSoft implemented a county wide OnBase solution for Calhoun County. The solution encompasses Accounting, Friend of Court and Prosecuting Attorneys Office. Document scanning, indexing, storage/retrieval and workflow are all part of the solution. Clerk and Friend of Court all participate in OnBase workflow. MiCSES integration with OnBase Application Enabler is utilized extensively, along with MS Word template integrations.

- **Washtenaw County**
110 North Fourth Avenue
Ann Arbor, MI 48107
David Wilson (734)222-6508

ImageSoft performed a large FileNet solution migration to OnBase for Washtenaw County. The Phase I implementation included migration of data from FileNet, along with implementing Kofax scanning, indexing and document retrieval for the following departments:

Image

Building Inspection
Drain Commissioner's Office
Environmental Health
Clerk – Vital Records
Human Resources
Finance/Payroll

The primary purpose of the Phase I initiative, was to establish a document management infrastructure, based on the OnBase and Kofax products, for the County to enable further rollouts of imaging and workflow into the future. The County is pursuing internal expertise so that future initiatives can be accomplished with minimal vendor assistance.

- **Ottawa County**
2220 Fillmore
West Olive, MI 49460
Greg Westra (616)738-4829

ImageSoft has implemented a large scale OnBase solution for Ottawa County. Ottawa's objective from the beginning was to deploy a County wide solution. ImageSoft was selected as vendor of choice for this massive Kofax, OnBase and OnBase workflow implementation.

The first three departments to go live with the system were:

- Friend of the Court
- Clerk
- Circuit Court

Phase II includes:

- Sheriff
- District Court
- Juvenile Services
- Probate Court
- Family Court
- Prosecuting Attorney

Workflows were defined and are being implemented to automate business processing for areas including:

1. Clerk Workflow (Circuit court records, Family court, Vital Records)
2. Circuit Court (Friend of the Court, Circuit Court Offices(Judges and support staff), Juvenile services)
3. Sheriff
4. District Court
5. Probate Court
6. Prosecuting Attorney

4.2 Selection and Delivery Questions (RFQ page 8)

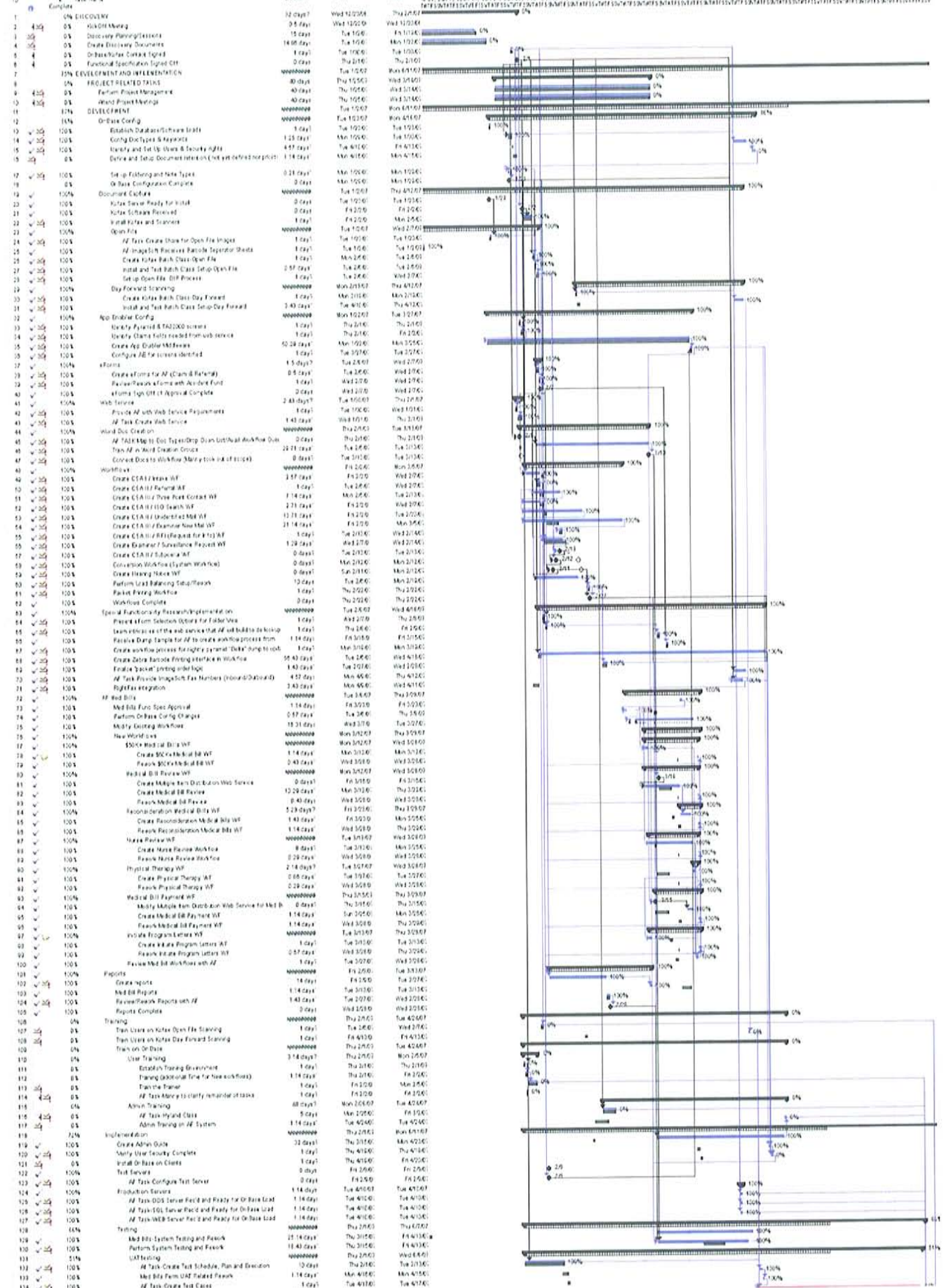
C. Provide a chart (ex. GANTT) outlining a complete schedule for the project which includes initial hardware installation, pilot, data conversion, system installation, and training.

ANSWER – Below are two sample Gantt charts from previous projects. The City of Novi will have one created specifically for this project.

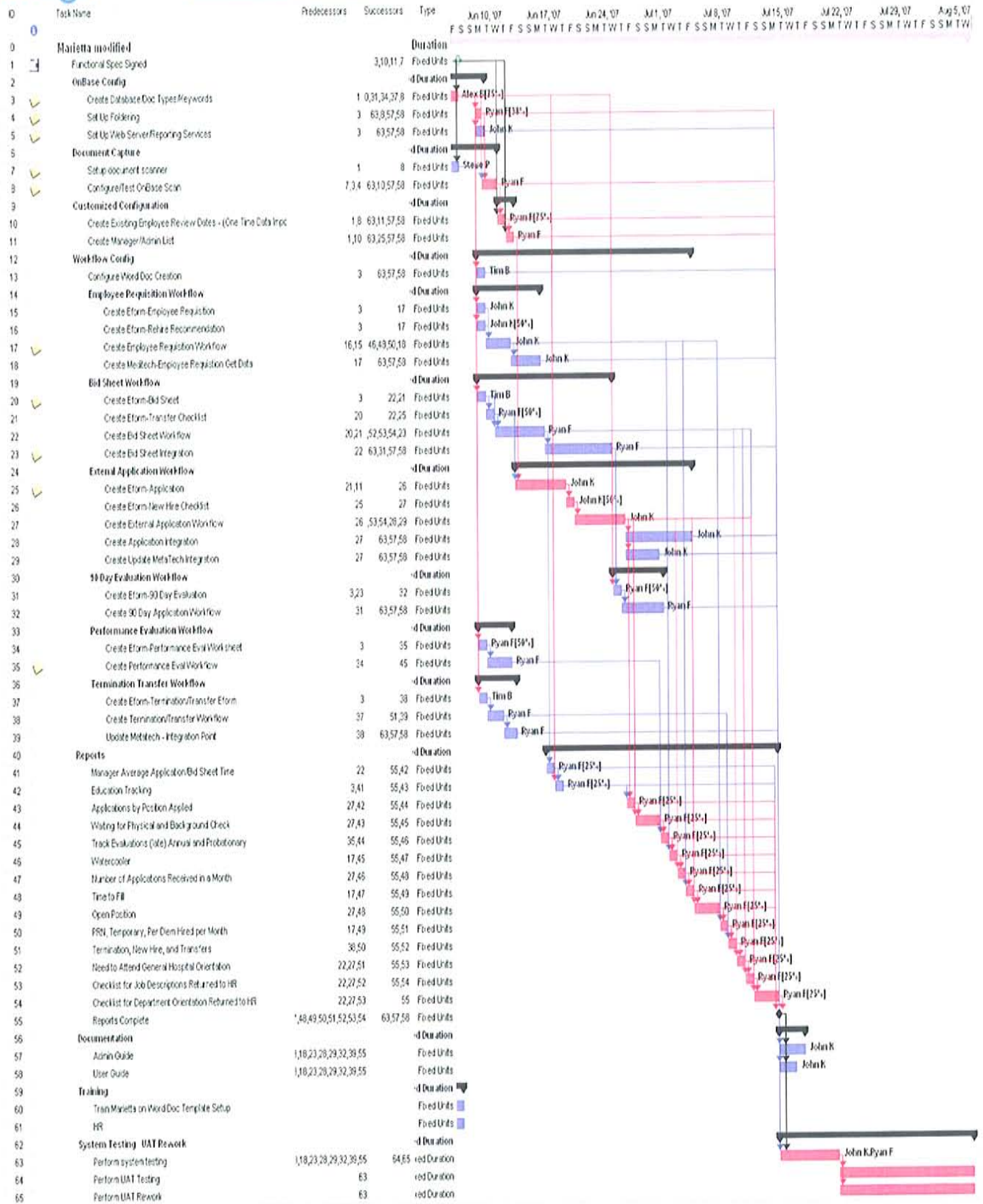
The first chart is based on a 7 month project timeline and the second based on a 3 month timeline. Each have similarities, however they are very specific to the customer requirements.

Image

10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000



Image



D. Describe the customer and field service phone support, accessibility, location, hours of operation, and any restrictions on the use of this service. Please include the average and maximum number of operator/technicians on duty during those hours, and the number of clients served by this service bureau. Does a backup location exist?

ImageSoft support is handled out of the Southfield, MI. headquarters. It is our goal to remedy any support issue on first call, generally within 15-30 minutes of call receipt. Guaranteed response time is 4 hours. ImageSoft offers 7 x 24 hr. support for an additional cost. OnBase provides after-hours support to cover emergency situations that occur after hours. Problems are triaged by our help desk and then transferred directly to our development support staff. Issues are normally handled on the first call. Open issue are tracked in our online issue tracking system. Customer can submit and track issues through the Web. Customer Care clients maintain access to specific individuals that maintain intimate knowledge of your system.

Hours of support are 8AM – 6 PM M – F, excluding major national holidays. Four (4) active support representatives are on duty during these hours and a maximum of eight (8) are available for system support. ImageSoft serves approximately 90 customers by this support team.

ImageSoft tries to resolve issues at first point of contact. If the ImageSoft support is not able to resolve the issue is escalated to the ImageSoft technical team. If this team is not able to resolve, we engage the product vendors' technical resources to troubleshoot and resolve the issue at hand. We will continue working with the product vendor/s, even engaging them with the customer until the issue is resolved.

5. Application requirements

This section refers to section VI., APPLICATION REQUIREMENTS of the RFP.

The following Deliverables will be associated with the City of Novi OnBase Implementation.

Hardware

- OnBase Database and Storage Servers
- OnBase Web Servers (optional)
- Kofax Ascent Capture Server
- Canon Production Scanners (other brands may be recommended)

Software

- OnBase Document Management Software (Modules Identified in Pricing Section)
- Kofax Ascent Capture Scan/Indexing Software
- MS SQL Server licensing Software (if required)

Services

- Analysis and Design to document phase 1 requirements
- LaserFische conversion
- Implement initial workflow (ePacket Process, requirements TBD)
- Install and configuration of OnBase
- Install and configuration of Kofax Ascent
- Install and configuration of capture stations
- Integration with BS&A Application (Application Enabler)
- Integration with GIS Application (Application Enabler)
- Support

Training

- End User Training (onsite)
- Scan/Index Training (onsite)
- System Administrator Training (onSite)
- OnBase System Admin Course (offsite)

B. Submit a complete list of performance benchmarks, including retrieval times, to be expected from the hardware and software components of the proposed system.

The OnBase Solution will typically achieve sub-second response times, however network traffic, available bandwidth, and desktop configuration will all play a factor and impact system response time. ImageSoft will work with the City of Novi to provide appropriate recommendations to maximize performance.

C. Security in a shared environment is extremely important. Please detail all available security features.

OnBase offers a large array of configurable security settings. OnBase can work with network authentication tools, such as MS Active Directory or LDAP to leverage existing user setup and simplify configuration.

Unique levels of security are achieved by creating a custom set of product rights and privileges for each OnBase user group. After the OnBase system administrator has created a user group structure, individual users are made members of one or more user groups. If a user is a member of multiple user groups, the user is granted the cumulative rights of all the member groups. An OnBase administrator can rapidly implement a custom security profile for each user or group of users within an enterprise. Users can be added/deleted using an intuitive point-and-click GUI in the OnBase Configuration module. Likewise, the set of product rights and privileges defined for each user group can be modified as easily.

D. Describe how your proposed system will accommodate the City 's conversion needs.

ImageSoft has experience converting LaserFische solutions to OnBase. ImageSoft will work with the City of Novi to address specific conversion needs, configure, test and assist in the migration of LaserFische for the City of Novi.

E. Can ad hoc reports be produced? What standard reports can the system produce?

Yes, ad hoc reports can be produced using any standard SQL reporting tool. In addition, the OnBase Reporting module is a standalone application that provides many advanced reports for closely monitoring their OnBase implementation, and keeping track of many metrics and performance aspects. OnBase Reporting Module provides many pre-configured reports, and allows users to customize and create their own reports.

The system comes pre-configured with many standard reports. The table below provides a breakdown of standard OnBase reports.

STANDARD ONBASE REPORTING CAPABILITIES			
CONFIGURATION			
Quick, concise reports of how each component of the system is set up.			
<ul style="list-style-type: none"> • Configuration • Document Capture 	<ul style="list-style-type: none"> • Scanning • Security 	<ul style="list-style-type: none"> • Storage • User 	<ul style="list-style-type: none"> • Usage • Workflow
CUSTOM			
Can be designed and developed using the OnBase Report Services module. These optimized, pre-configured reports can be designed to capture both business and system activity.			
LIST			
Test documents that contain a variety of data points.			

Image

<ul style="list-style-type: none"> • Batch queue/Workflow life cycle. • Configured Autaname Strings. • Date/time report was created. 	<ul style="list-style-type: none"> • Total time spent processing the report. • Total number of documents. • User that created the report.
VERIFICATION	
<p>Provide valuable information to users during processing documents into the OnBase system.</p> <p>Verification reports provide the following information about processes to users:</p>	
<ul style="list-style-type: none"> • Average processing time per page and document. • Date/time process occurred. • Default Document Date used for the process. • Errors encountered during processing. 	<ul style="list-style-type: none"> • Internal batch number used for process. • Process format used. • Path to the file that was processed. • Total number of documents/page per process. • Storage options used for process.
TRANSACTION LOGS	
<p>Each action taken within the OnBase system is logged from login, retrieval, update, logoff, etc. OnBase provides an administration interface to select the desired events group or filtered by a number of parameters (e.g. Date Range, Document Type, User Group, etc.). Can also be used on an ad hoc basis, as can tools such as Crystal Reports and Monarch in conjunction with OnBase.</p>	

F. The system will be operational 24 hours a day, 7 days a week. Describe the back-up system and the impact the back-up system has on the operation of the system.

The OnBase system is intended to run 24 x 7 and is capable of performing backups without shutting down the system. ImageSoft will setup the system in just such a way and train administrators on managing the system.

It is very common for ImageSoft/OnBase systems to run continuously without a scheduled shutdown. In most cases, ImageSoft works with the client to establish a database maintenance plan whereby the system automatically dumps backup data to an area of disk where it can be written to tape in the evening. ImageSoft will work with the City of Novi to ensure that the appropriate backups are in place to support the 24x7 expectations.

Most ImageSoft customers will have a test, Development, Pre-Production and Disaster Recover system in place to ensure proper backups environments are in place for testing and development. These additional environments are provided at no cost for the software licenses.

G. What are the available archiving methods in the proposed system? Does the archiving

method physically or logically delete records?

OnBase has a built-in mechanism for writing multiple copies of documents and for moving committed records to an archive media. In addition, OnBase supports a number of sophisticated HSM products, such as Tivoli, KOM, and EMC.

The OnBase solution can manage records from physical to electronic and ensure the data area where files are stored will be "scrubbed" if the data needs to be permanently erased with no trace.

OnBase offers two modules geared towards controlled destruction of records: Records Manager Module and the Document Retention Module.

ImageSoft typically works with our customers to ensure their business requirements for records retention and security are addressed. The OnBase product has extensive capabilities and can address the City of Novi's records requirements.

H. Briefly explain support for upgrades to the proposed system - hardware and software.

ImageSoft is proposing our Customer Care package which includes version upgrades to the customer at no additional charge. ImageSoft will assist with and fully support all version upgrades, including any customizations that may be utilized within the City of Novi solution.

I. Please detail all warranty information.

OnBase Software

OnBase is provided with a limited warranty on the software. A software maintenance contract is included that covers issues that may occur in the software.

Scanner Hardware

ImageSoft will include an extended 1 year support contract on all scanning hardware. This is either on-site or return-to-depot, depending on the size of the scanner.

Server Hardware

ImageSoft recommends either Dell or HP server equipment be purchased with a 3-year onsite warranty.

J. Explain all details of a proposed service Contract.

Hardware service contracts will be in place for all software and hardware. With annual maintenance and support, the OnBase Software is fully supported, along with all version upgrades. Hardware contracts will be in force for a term of one (1) year on document scanners and will include a next business day, on-site repair coverage.

OnBase is fully supported 2 full versions back of the current release. With each new release OnBase provides an upgrade utility that automatically upgrades the database, this allows configuration to be forward compatible. ImageSoft Customer Care ensures that any custom code is compatible with future releases.

Image

K. Can images be compressed/decompressed at workstations using software, hardware or are both options available?

All decompression is done in software. No additional hardware is required.

6. Vendor Background Questionnaire

1. Please state the year your company started in the business of selling Document Management and/or Imaging systems: 1996

2. Where is your closest support facility/sales office? Southfield, MI

3. Where is your corporate office? Southfield, MI

4. If the customer purchases application software from your company, will a copy of the source code be provided? No

If not, will the source code be placed in escrow? Yes

5. How many total employees does your company have? 41

How many are software support staff, available to troubleshoot problems? 10

6. Please list your company's annual sales for the 3 most recent years:

Year	ImageSoft Sales
2006	\$6.8M
2005	\$6.0M
2004	\$4.5M

7. Are all items quoted FOB delivered Novi, Michigan, freight prepaid and allowed? Yes

8. Do you have a toll-free support line? Yes

9. Can you remotely access installed systems to perform diagnostics? Yes

10. Do you have a Michigan Users Group? No

If No, what form of users group do you have? OnBase has a general users group: (<https://users.onbase.com/secure/newsite/usersite/rogue/overview.asp>) and a specific Government user group (<http://government.onbasevogue.org/>). The Government user group is called GoVOGUE and meets via webinar. Each user group is chartered and once chartered is run independently of OnBase.

11. Will you provide all periodic enhancements to the software at no additional charge, beyond the annual support agreement, including State and Federally mandated enhancements? Virtually all enhancements to the OnBase system are developed based on customer requests and/or need. Hyland software evaluates all requests from clients and partners and makes the final decision on what enhancements get into the product. ImageSoft, as a Platinum partner, has significant influence on the product and sits on two Hyland Software corporate boards that influence the product direction.

Image

12. What is your average response time (hours) for a telephone response to a service call. What is your guaranteed maximum response time?

It is our goal to remedy any support issue on first call, generally within 15-30 minutes of call receipt. Guaranteed response time is 4 hours. ImageSoft offers 7 x 24 hr. support for an additional cost.

13. State how many installations your company has completed: ImageSoft has approximately 48 OnBase installations

(Please provide a complete list of current municipal clients sorted by location along with contact information)

Michigan (see section 4 for contact info):

St. Clair County
Charlevoix County
Berrien County
Calhoun County
Wayne County
Oakland Schools
Northville Township
City of Dearborn
City of Northville
Ottawa County
Washtenaw County

Nationally:

OnBase is installed at hundreds of government sites throughout the world. Below is an abbreviated list of some of the government customers using OnBase, however not all of the below mentioned OnBase customers were installed by ImageSoft Inc.

Allegheny County	Camden County Health Services
Charter Township of Waterford	Chemung County
Cincinnati Police	City of Bellevue
City of Canton	City of Chattanooga
City of Cincinnati	City of Dearborn
City of Hartford	City of Junction City
City of Kansas	City of Little Rock
City of Mankato	City of Maryville
City of Phoenix	City of Pittsburgh Controllers Office
City of Pittsburgh Register of Wills	City of Romulus
City of San Angelo - Municipal Court	Cobb County Juvenile Courts
Cobb County Superior Court	Commonwealth of Pennsylvania
Contra Costa County	County of Orange
County of San Diego	County of Stafford
Cuyahoga County	Denver Municipal FCU
Department of Mental Health - Oklahoma	Detroit Police Department
Fayette County (Register of Wills)	Haverford Township
Iowa State Court Admin	Kalamazoo County
Louisiana Department of Corrections	Louisiana Dept. of Insurance
Louisiana House of Representatives	Mankato Law Enforcement
Marin County Superior Court	Massachusetts HFA

Mississippi Department of Health	Missouri DNR
New Mexico DOE	New Orleans Traffic Court
New York State Library	Niagara County Social Services
Ohio Department of Corrections	Pennsylvania DCNR
Pennsylvania Treasury	Pennsylvania Dept. of General Services
Pennsylvania State Workers Insurance Fund	Pennsylvania Department of Revenue
Pennsylvania Turnpike Commission	Pennsylvania Dept of Environmental Protection
Pennsylvania Department of Education	Pulaski County
Rochdale Council	Rutherford County
Saginaw County	Secretaria Regional Ministerial
Sedgwick County	Shawnee County Sheriff
St. Clair County	St. Lawrence County
State of Wisconsin	The City of Scarborough
Town of Amherst	Town of Smyrna
USPFO for Kansas	VA Dept of Rehab Services
Westchester County	Wisconsin Department of Corrections

b) What hardware platforms does your proposed application software currently run on? The application software client runs on either a Windows PC, or an IE browser. A browser version is also available for the Macintosh platform. The Database server supports Oracle or SQL Server and the various platforms that are supported by these databases. Storage of documents can be provided by almost any platform that can provide a UNC path to a Windows network. Workflow services and Web Services require a Windows 200x Server platform.

c) What Operating System(s) does your recommended application software currently run on? Windows 2000/XP

d) Will you guarantee that the system will maintain a 3-second maximum response time under non-query circumstances? Less than 3-second response is typical. Need clarification on "non-query circumstances". Guarantees can be put in place with environmental assumptions.

g) Required Processor: Brand/Model: ImageSoft recommends either Dell or HP platform servers. However, other server brands may be used. ImageSoft will work with the City of Novi to define the ideal platform.

h) Proposed Relational Database: SQL Server 2005

j) Proposed Language: OnBase is developed in C# and C++. Integration is often done in VB.

14. As a Primary Contractor can you provide a true Turnkey Solution, including:

- **Application Software?** Yes
- **Hardware?** Yes
- **Training?** Yes
- **Conversion?** Yes
- **Modifications?** Yes
- **On-going Support?** Yes

Image

15. What is your hourly rate for implementation assistant beyond that which is included in your bid?

Hourly Rate		Skill Set
\$ 165	/ hr	Senior Consultant (Consulting, analysis, architecture)
\$ 150	/ hr	Project Manager
\$ 150	/ hr	Developer
\$ 145	/ hr	Installer
\$ 125	/ hr	Trainer

16. Is your system Internet enabled? Yes

17. Will you contractually agree to:

- a. Provide on-site staff for training and implementation? Yes
- b. Non-performance hold-backs? Yes (within reason, to be discussed)
- c. Payment hold-backs by module until fully operational and formally accepted by the City? Yes (within reason, to be discussed)
- d. Project Manager dedicated to the City? Yes
- e. Allow the City to approve vendor staff assigned to help with implementation? Yes
- f. Provide user documentation for all application Modules, including custom modifications? Yes
- g. One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty expires. OnBase and Kofax both require that a 1-year maintenance contract be included with initial purchase. All pricing shown includes first year of maintenance.



7. Bid Summary Form

Name of Company	ImageSoft, Inc.
Software Brand Name	OnBase / Kofax
Name of Preparer	Scott Bade / Mike Hellebuyck
Name of Primary Contact for Follow Up Questions	Mike Hellebuyck
Contact Phone Number	248-948-8100 x.115
Fax Number	248-948-8146
e-mail Address	sbade@imagesoftinc.com / mhellebuyck@imagesoftinc.com
Proposed Operating System and Release Number	Windows XP / Windows 2003 Server
Proposed Hardware Processor Make and Model Number	See Hardware below

7.1 Hardware Pricing

Hardware Description / Capacity	[Required Quantity	X	Unit Purchase Price]	=	Total Initial Purchase Price	Annual Maintenance Cost
SCANNERS						
<i>Note: The precise quantity and capacity of scanners required is not yet known, and will be determined during the analysis phase. Example pricing is shown below.</i>						
Low-Volume Scanner						
Canon 5010 Scanner, 50 pages per minute, Duplex, Color, 100 page automatic feeder, USB 2.0 or SCSI Interface. Warranty: 90 days next business day.	1		\$3,209		\$3,209	
Canon 5010 Extended Warranty, on-site, 1-year, next day	1		\$618		\$618	\$618
Mid-Volume Scanner						
Canon 7580 Scanner, 75 pages per minute, Duplex, Black & White, 500 page automatic feeder, advanced double-feed and staple detection, USB 2.0 or SCSI Interface, Warranty: 90 days next business day.	1		\$5,044		\$5,044	

Image

Canon 7580 Extended Warranty, on-site, 1-year, next day	1		\$995		\$995	\$995
High-Volume Scanner						
Canon 9080C Scanner, 90 pages per minute, Duplex, Color, 500 page automatic feeder, advanced double-feed and staple detection, USB 2.0 or SCSI Interface, Warranty: 90 days next business day.	0		\$6,662		\$0	
Canon 9080 Extended Warranty, on-site, 1-year, next day	0		\$1,095		\$0	\$0
Subtotal – Scanning Hardware:					\$9,866	\$1,613
SERVERS						
Database / Capture / Storage Server: Compaq DL380 G5 Server: 2 x Dual Core Intel® Xeon® Processor 4 GB RAM, 6 x 146 GB 15K Drives Dual NIC, Windows 2003 Server, 3 yr on-site warranty	1	X	\$12,250	=	\$12,250	Three years included
Use existing County backup infrastructure						
Subtotal – Server Hardware:					\$12,250	\$0
Total Hardware:					\$22,116	\$1,613

7.2 Application Software Pricing

Application Software	Total Software License Price	Qty	=	Total First Year Cost	Annual On-going Software Support Cost
ONBASE SOFTWARE					
Server Software					
Municipal Server Bundle, Includes: - Multi-user Server License - Web Server - EDM Services - Application Enabler (1 application) - Desktop Document Imaging - CD Authoring	\$17,399	1	=	\$17,399	\$2,654
KOFAX CAPTURE SOFTWARE					
<i>Kofax Ascent Capture Software (v 7.x). Provides a complete capture solution including scanning, indexing, barcode / patch code reading, OCR, etc.</i>					
Capture Software					
Kofax Virtual Rescan (VRS, V4.x) Software - Provides advanced image cleanup and correction (Workgroup - SCSI)	\$1,528	2	=	\$3,056	\$233
Ascent Scan Stations	\$1,174	2	=	\$2,348	\$179
Kofax Ascent Capture (v 7.x). Volume License: 75K / Month	\$6,490	1	=	\$6,490	\$990
Total - Application Software				\$29,294	\$4,056

7.3 Implementation Services and Training Pricing

Implementation Services (Est.)	[Estimated Hours	X	Hourly Rate]	=	Extended Cost
<i>Note: Services pricing is an estimate. The precise scope of the services is not yet known. ImageSoft recommends an upfront engagement to define project scope and deliverable.</i>					
General Analysis Requirements Gathering, Scope definition	40	X	\$150	=	\$6,000
Functional Specification Design and Planning	80	X	\$150	=	\$12,000
System Installation	32	X	\$150	=	\$4,800
Departmental Installation (3 depts, phase 1)	120	X	\$150	=	\$18,000
BS&A System Integration	32	X	\$150	=	\$4,800
Data Conversion Planning and Execution	80	X	\$150	=	\$12,000
Project Management	40	X	\$150	=	\$6,000
ImageSoft Customer Care Support - 1 year					\$7,632
Subtotal – Implementation Services:					\$71,232
Training Services (Est.)	[Estimated Hours	X	Hourly Rate]	=	Extended Cost
End User Training (on-site)	40	X	\$150	=	\$6,000
Scan/Index User Training (on-site)	16	X	\$150	=	\$2,400
Admin Training (Technical Training and Knowledge Transfer, on-site)	16	X	\$150	=	\$2,400
OnBase Admin training (5 days, per user in Cleveland)	1	X	\$2,500	=	\$2,500
OnBase Workflow training (5 days in Cleveland per user)	1	X	\$2,500	=	\$2,500
Subtotal – Training Services:					\$15,800

7.4 Other Software Pricing

Other Software	Total Software License Price	Qty	=	Total First Year Cost	Annual On-going Software Support Cost
ONBASE SOFTWARE					
Client Software					
OnBase Municipal Concurrent Client License (1-5)	\$1,003	5	=	\$5,015	\$153
OnBase Municipal Concurrent Client License (6-20)	\$885	11	=	\$9,735	\$135
OnBase Municipality Workflow Concurrent Client SL (1-5)	\$1,416	5	=	\$7,080	\$216
Report Writer Software					
OnBase Reporting Services	\$5,900	1	=	\$5,900	\$900
MICROSOFT SOFTWARE					
Relational Database Software					
Microsoft Sql Server 2005 (Std edition)	\$863	1	=	\$863	\$135
Microsoft Sql Server 2005 Client Access License	\$197	16	=	\$3,148	\$30
Total - Other Software				\$31,741	\$1,569

BID SIGNATURE FORM

The undersigned, as bidder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein, that he/she fully understands and accepts the requirements of the same, and her/she agrees to furnish its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal and bid.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

State payment terms: Net 30 days based upon pre-defined deliverables

State term bid is held firm for: 90 days

State warranty on equipment: 1 year on scanners, 3 years on servers (Compaq or Dell)

State maximum time required for shipping, F.O.B. Novi, Michigan: 10 days

PROPOSAL: DOCUMENT IMAGING MANAGEMENT SYSTEM

\$ 177,421 (Total price written) \$ 177,421 (Total figure)

Firm Name: ImageSoft, Inc. Date: June 6, 2007

Address: 40 Oak Hollow, Suite 120
Southfield, MI 48033

Telephone: 248-948-8100 Fax number: 248-948-8146

Email: sbade@imagesoftinc.com or mhellebuyck@imagesoftinc.com

Signature: Mary Beth Eddy
(Person executing response and official capacity)

(Name of principal officers: designate official capacity)	(If partnership or assumed name, indicate name of owners)
<u>Scott Bade</u> <u>Vice Pres</u>	
<u>Mary Beth Eddy</u> <u>Controller</u>	
<u>James Leneschmidt</u> <u>Vice Pres.</u>	



PROFESSIONAL SERVICES AGREEMENT

This agreement is made this, _____ day of _____, 2007, by and between <<Customer>> having a place of business at <<Address>> (hereinafter "Customer"), and ImageSoft, Incorporated, having a place of business at 40 Oak Hollow, Suite 120, Southfield, Michigan 48033 (hereinafter "ImageSoft").

1.1 DEFINITIONS

As used in this Agreement, the following definitions shall apply:

"Agreement" shall mean this Professional Services Agreement.

"Statement of Work" or "SOW" shall mean the document that describes the Software, Hardware, and Services; and indicates the charges for the Software, Hardware, and Services described therein.

"Software" shall mean the software to be provided by ImageSoft as described in a subsequent Statement of Work that is attached to and made a part of this Agreement.

"Hardware" shall mean the hardware to be provided by ImageSoft as described in a subsequent Statement of Work that is attached to and made a part of this Agreement.

"Services" shall mean the services to be performed by ImageSoft as described in a subsequent Statement of Work that is attached to and made a part of this Agreement.

1.2 TERMS AND CONDITIONS

A. Description of Services

ImageSoft, from time to time, shall provide Software and Hardware to Customer and/or shall perform Services for Customer. Such Software, Hardware, and/or Services shall be described in a Statement of Work.

B. Statements of Work

ImageSoft and Customer may, from time to time, execute one or more Statements of Work agreements. Each Statement of Work: (1) shall be numbered in sequential order, beginning with No. 1; (2) shall be executed by both parties; and (3) shall be incorporated by reference into this Agreement.

C. Independent Contractor

A1. With respect to the performance of the work, duties and obligations arising under this Agreement, it is mutually understood and agreed that ImageSoft shall at all times be an independent contractor. Customer shall neither have nor exercise any control or direction over the methods by which ImageSoft shall perform its work and duties, except that the sole interest and responsibility of Customer is to ensure that the services performed by ImageSoft pursuant to this Agreement shall be performed in a competent, efficient and timely manner.

A2. ImageSoft understands and agrees that Customer will not withhold on behalf of ImageSoft or any of ImageSoft's agents, employees or sub-contractors any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body relating to ImageSoft or make available to ImageSoft or any of ImageSoft's agents, assistants or employees any of the benefits afforded to employees of Customer. All such payments, withholdings and benefits, if any, are the sole responsibility of ImageSoft.

D. No-Hire Clause.

Each party agrees that, without the prior consent of the other party, it will not offer employment to or discuss employment with any employees of the other party until one (1) year after the completion of the Services provided by ImageSoft pursuant to any related Statement of Work.

E. Waiver

No assent or waiver, expressed or implied, or any breach of any one or more of the terms of this agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

F. Term

Unless terminated in accordance with "Termination" section below, the term of this Agreement shall begin on the date hereof and shall continue for one (1) year after all services are completed and paid for under good faith efforts by both parties and both parties meeting mutually agreed upon implementation schedules, dates, and payment schedules.

G. Billing and Payment

For the Software and Hardware provided hereunder by ImageSoft and for the Services performed hereunder by ImageSoft, Customer agrees to pay to ImageSoft the charges for the Software, Hardware, and Services that are indicated in the Statement of Work. The following policies concerning billing and payment shall apply:

- (1) ImageSoft is not obligated to begin providing the Software and Hardware and performing the Services until it has received the down payment that is indicated in the Statement of Work.
- (2) Each invoice that Customer receives from ImageSoft is due and payable per the Payment Terms described in the Statement of Work.
- (3) All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, ImageSoft shall have the right to cease to provide any products and services to Customer unless and until such default, and any and all other defaults by Customer under this Agreement, shall have been cured.
- (4) All payments are to be made in US dollars.

H. Title to Work Product

ImageSoft and Customer hereby agree that all improvements, inventions, modifications, ideas, discoveries, computer programs, deliverables and other work product of ImageSoft created and produced exclusively for Customer pursuant to the terms of this Agreement (the "Intellectual



Property"), shall be the property of Customer. Customer will retain exclusive right and title in and to said Intellectual Property. Notwithstanding the foregoing: Customer hereby grants to ImageSoft, an unlimited license for ImageSoft to use the Intellectual Property for its own benefit and for the benefit of third parties in connection with the conduct of its business.

The Intellectual Property rights described in this section do not apply to Software Modules that ImageSoft may provide to Customer that are either: a) licensed from third-party vendors, or b) which are previously developed and owned by ImageSoft. ImageSoft may elect to make improvements to existing previously developed Software Modules, while retaining complete ownership rights to the original Software Module and the improvements.

I. Confidentiality

ImageSoft hereby acknowledges that in performing the services, it may be furnished or otherwise be provided access to Customer's confidential information, including trade secrets and other proprietary information, all of which is clearly marked as confidential by Customer. ImageSoft hereby agrees and covenants to hold in trust and confidence all such information during and following the term of this Agreement; provided, however, that ImageSoft may disclose such confidential information if required by any judicial or government request, requirement or order. ImageSoft shall be liable to Customer only in the event of a willful and material disclosure of Customer's confidential information or data, provided, that ImageSoft's liability shall be limited to an amount not exceeding the purchase price of the services provided hereunder.

J. Limitation of Liability

In no event, shall ImageSoft be liable for (a) any loss, expense or damage associated with Customer's or a third-party's loss of revenue, profits, savings business or goodwill or (b) any indirect, exemplary, proximate, consequential or incidental damages and expenses of any nature relating to this Agreement or the services. Customer's sole and exclusive remedy in the case of a breach of this Agreement by ImageSoft shall be a refund of the price paid for those services not provided in accordance with the terms of this Agreement as a result of ImageSoft's breach.

K. Data Protection

During the implementation of any computer system there is the possibility of inadvertent or accidental loss of data. Also, computer hardware and software systems will occasionally stop working or fail to operate as designed, which may cause loss of data. Customer at all times is responsible for maintaining accurate and timely data backups to protect against loss of data.

Computer systems are vulnerable to intrusion and/or theft of information from outside parties. Customer is responsible for data security and computer infrastructure at Customer facilities to prevent unauthorized access to the system and data.

THEREFORE CUSTOMER IS RESPONSIBLE FOR DATA PROTECTION AT CUSTOMER FACILITIES, AND IMAGESOFT CANNOT BE HELD LIABLE FOR ANY LOSS OR THEFT OF DATA, OR SYSTEM INTRUSION AT CUSTOMER FACILITIES.

L. Termination

This Agreement may be terminated only (a) by mutual agreement of both parties, (b) in the event that either party materially breaches this Agreement, by the other party upon thirty (30) days written notice to the breaching party provided that the breaching party has not, within such thirty-day period, cured such breach, or (c) in the event either party is declared insolvent or bankrupt, or if any assignment of its property shall be made for the benefit of creditors or otherwise, or if a petition is filed in any court to declare bankruptcy, or for reorganization under any bankruptcy or



insolvency law or similar statute and is not dismissed in ten (10) days, or if a trustee in bankruptcy or similar offices or receiver is appointed to either party.

Upon termination or completion of this Agreement, Both parties shall return all confidential information and intellectual property to the other party. Termination does not eliminate the responsibility of Customer to pay for products and services rendered. Upon written notification by Customer of a desire to return unused and unopened hardware or software components purchased from ImageSoft ("New Third Party Products") ImageSoft will make a reasonable effort to return for credit New Third Party Products, pursuant to vendor requirements. Reasonable restocking and handling charges may apply. For New Third Party Products that were purchased by ImageSoft for Customer that cannot be returned for credit, Customer agrees to take ownership of and to pay ImageSoft for these components using established payment terms.

M. Disputes

The parties hereto shall endeavor to settle all disputes, controversies and claims arising in connection with this Agreement in an amicable way. If the parties are unsuccessful in this regard, any such controversy, dispute or claim arising out of the relating Agreement, or breach thereof, shall be resolved by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association (AAA). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

N. Force Majeure

Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failure to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, utility curtailments, power failures, explosions, civil disturbances, governmental actions, or any other cause beyond their reasonable control, provided that the party affected by such event shall immediately begin or resume performance as soon as practicable after the event has been abated.

O. Governing Law

This Agreement shall be governed and interpreted in accordance with the substantive laws of the County of Oakland, State of Michigan, USA.

P. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective and deemed to have been received (a) when delivered in person, (b) Five (5) business days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (c) the next business day after having been sent by a nationally recognized overnight mail or courier service, return receipt requested. Notices shall be sent to the parties at their respective addresses appearing on the signature page to this Agreement.

Q. Binding Effect

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and assigns.

R. Entirety of Agreement



This is the entire agreement of the parties on the subject matter contained herein. It supersedes all prior and contemporaneous Oral and Written Agreements with respect hereto. No waiver or modification of any of the terms, provisions or conditions hereof shall be effective unless said waiver or modification is in writing and signed by a duly authorized representative of both parties. No acceptance or acknowledgment by either party of any acknowledgment, receipt, order, invoice, or delivery document shall be effective to waive, modify or delete any term, provision, or condition hereof, or to add any different or conflicting terms, provision, or condition hereto.

1.3 SIGNATURE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

<<Customer>>
("Customer")

ImageSoft, Incorporated
("ImageSoft")

Signed:

Signed:

Name:

Name:

Scott D. Bade

Title:

Title:

Vice President

Date:

Date:

OnBase[®] End User License Agreement IMPORTANT- READ CAREFULLY

This OnBase[®] End User License Agreement (“EULA”) is made between Hyland Software, Inc. (“Hyland”), 28500 Clemens Road, Westlake, Ohio 44145 USA, an Ohio corporation, and [USER NAME HERE], a [USER'S STATE] corporation (“User”), [INSERT USER'S ADDRESS] with respect to the licensing of the OnBase[®] Information Management System software modules described on Exhibit A attached hereto (“Software”).

1. LICENSE:

- (a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as herein provided), non-exclusive, non-assignable (except as herein provided), limited license to the Software, in machine-readable object code form only, solely for use by User internally, and only for capturing, storing, processing and accessing User's own data, and not for use for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA.
- (b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User's use of such other software and User has paid to Hyland Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.
- (c) User shall be entitled to use one (1) production copy of each Software module licensed. In addition, User shall be entitled to license: one (1) additional copy of each Software module licensed for customary remote disaster recovery purposes (“Disaster Recovery System”); and one (1) additional copy of each Software module licensed to be used exclusively in a non-production environment and solely for the purposes of experimenting, development, integrating and testing the Software and training User's employees on the Software (“Test System”). Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test System. HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES THE SOFTWARE “AS IS.” User's sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to Hyland. User shall not make additional copies of the Software.
- (d) User agrees: (1) not to remove any Hyland notices in the Software; (2) not to sell, transfer, rent, lease or sublicense the Software or documentation to any third party; (3) not to alter or modify the Software; and (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software, or prepare derivative works therefrom.
- (e) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland.
- (f) User may not make any use of the Disaster Recovery System in a production environment concurrently with the operation of any other copy of the Software in a production environment.
- (g) From time to time Hyland may make “beta” copies of prospective new versions of the Software or of potential new OnBase Information Management System software modules (“Beta Software”) available for User's use in the Test System and User may elect to license and use the Beta Software in the Test System. USER ACKNOWLEDGES AND UNDERSTANDS THAT ANY BETA SOFTWARE IS A PRE-RELEASE

VERSION ONLY, IS STILL UNDERGOING TESTING AT HYLAND AND IS NOT A HYLAND COMMERCIALY RELEASED PRODUCT. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (a) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (b) the date of Hyland's commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software. The termination of this EULA, as to any Beta Software, shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

- (h) From time to time User may elect to evaluate certain OnBase Information Management System software modules that it has not licensed and does not currently use in its production environment ("Evaluation Software"), for the purpose of determining whether or not to purchase a production license of such Software modules. Evaluation Software is licensed for User's use in User's Test System. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Evaluation Software, User acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (a) thirty (30) days after the date such Software is activated for use in User's Test System; or (b) immediately upon the delivery of written notice to such effect to User. Upon expiration or other termination of such period, User immediately shall either (y) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit Hyland to deactivate the Evaluation Software; or (z) deliver payment in full of the license price that has been agreed upon for such Software to Hyland (if User purchases licenses for Software directly from Hyland) or to Hyland's authorized solution provider (if User purchases licenses for Software through such authorized solution provider), and confirm in writing to Hyland that such Evaluation Software is added as additional Software licensed for User's use in its production environment and User's Test System under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.
- (i) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license for to use in User's production environment under this EULA, User agrees that it will provide to Hyland remote access to User's systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Hyland to deactivate such Software.

2. OWNERSHIP: Hyland and its suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. INSTALLATION: User may retain the Hyland authorized solution provider through which User orders the Software or Hyland to provide installation services. If Hyland is retained, the parties will enter into a separate Work Agreement governing the procurement and performance of such services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software.

4. LIMITED WARRANTY:

- (a) For a period of sixty (60) days from the date of first installation of the Software at User's site, Hyland warrants to User that the media on which the Software is distributed are free from defects in materials and in workmanship.
- (b) For a period of sixty (60) days from the Maintenance Commencement Date (as defined below), Hyland warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the user documentation published by Hyland related to the Software that is included in the Software, including user manuals, and that relates to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused. Hyland does not warrant that the functions contained in the Software will meet User's requirements or that the operation of the Software will be uninterrupted or error free. Due to the inherent complexity of computer software, User is advised to verify User's work.

For purposes of this warranty, the term "Maintenance Commencement Date" as to any Software means the first date that: (A) a copy of the Software has been delivered to User (either by shipment of media containing the Software, downloading of the Software onto User's systems in connection with the installation of the Software, or the Software being made available for download by User from a web site identified to User); and (B) license codes or a Software certificate necessary for User to activate the Software for use have been delivered to User or made available for download by User.

- (c) User's sole and exclusive remedy for a breach of the express limited warranties under paragraph (a) or (b) shall be as follows: Provided that, within the applicable 60-day period, User notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 7, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.
- (d) HYLAND AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.
- (e) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.

5. LIMITATIONS OF LIABILITY: IN NO CASE SHALL HYLAND'S LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OR INABILITY TO USE THE SOFTWARE, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. HYLAND AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY COSTS INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, THE COST OF RECOVERING SUCH DATA OR INFORMATION, THE COST OF SUBSTITUTE SOFTWARE, OR CLAIMS BY THIRD PARTIES.

6. **MAINTENANCE:** User may purchase maintenance and technical support services from Hyland or the Hyland authorized solution provider through which User has ordered the Software pursuant to the terms of a separate Software Maintenance Agreement.

7. **TERMINATION:** Hyland may terminate this EULA immediately and any license to use the Software will automatically terminate without notice if User fails to comply with any provision of this EULA. Upon termination of this EULA for any reason, including, but not limited to, as specified in this Section 7 or in Section 4, User shall immediately (a) discontinue any and all use of the Software and related documentation, (b) return the Software and any related documentation to Hyland, and (c) certify in writing to Hyland that User has completed the preceding actions. The obligations of User under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

8. **SEVERABILITY:** In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

9. **NOTICE:** All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

10. **GOVERNING LAW:** The laws of the State of Ohio shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not be applicable with respect to this EULA.

11. **JURISDICTION:** Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of Ohio, in the County of Cuyahoga, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland's objectives of this provision.

12. **ENTIRE AGREEMENT:** This EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

13. **U.S. GOVERNMENT END USERS:** The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

IN WITNESS WHEREOF, the parties have duly executed this EULA.

[USER'S NAME HERE]

HYLAND SOFTWARE, INC.

By: _____

By: _____

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
TO
EULA

Software licensed for use pursuant to the EULA:

1. Current Software licensed:

Product Description	Product Code	Quantity
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2. Such additional modules of the OnBase[®] Information Management System with respect to which User properly submits a written purchase order to, and pays Software license fees to, Hyland or its authorized solution provider. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.

3. All "Upgrades or Enhancements" to the Software described in paragraphs (1) and (2) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or its authorized solution provider.

Payment of Software license fees:

Unless and until Hyland notifies User in writing to the contrary, the Software license fees due and payable by User shall be mutually agreed upon by User and Hyland's authorized solution provider from which User ordered the Software; User is authorized to make any and all payments of such Software license fees to such authorized solution provider pursuant to such payment terms as User shall have mutually agreed to with such authorized solution provider; and User agrees to pay such Software license fees and to make all such payments in accordance with such mutually agreed upon terms.

Hyland Software

engage. empower. evolve.™

ECM SOLUTIONS
INDUSTRY SOLUTIONS
BACK OFFICE SOLUTIONS

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Government

OnBase can assist city, county and state governments as they shift their focus towards the needs of constituents and strive to meet their demands. By increasing agility, effectiveness and communication among and between levels of government, OnBase lets governments fulfill their responsibilities to those they serve with more ease and efficiency.

Specializing in **Affordable Housing and Community Development Agencies, Criminal Justice Information Systems, Health and Human Services, Public Works and Tax, Finance and Administration** departments, the OnBase enterprise content management (ECM) system has been successfully implemented by more than 500 government entities. These agencies have

- Instantly provided documents to multiple users via central repository
- Proven accountability and transparency
- Significantly increased constituent service by improving access to documents
- Met the latest regulations and reporting standards
- Mitigated the impacts of turnover and election staff changes
- Connected silos of data within and between agencies.

Although these government organizations vary greatly, OnBase can help manage **back office processes** in **Accounts Payable, Accounts Receivable** and Human Resources common to any organization. Yet OnBase is also designed to handle the document management needs specific to individual organizations. With **integrations** with hundreds of software applications, OnBase works with legacy and line-of-business systems to enhance functionality instead of replacing it.


With more than 90 modules, OnBase has innumerable applications, while ease of use and scalability makes it applicable to any size agency. OnBase improves constituent service without increasing the budget. In fact, agencies often see a return on investment (ROI) within the first year.

Moving towards a constituent-focused vision does not require governments to make extensive changes all at once. Small incremental changes with a long-term constituent-focused view will ultimately place citizens' needs at the heart of daily decisions. After making successful investments initially, governments can take their progress one step further by expanding their OnBase solution across departments and levels of government with minimal disruption and expense.

GOVERNMENT

Improve the efficiency of government operations with a secure, reliable, and scalable document service with enterprise Content Management (ECM).

Download this free white paper from Hyland Software and Datamonitor.



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- ECM SOLUTIONS
- INDUSTRY SOLUTIONS
- BACK OFFICE SOLUTIONS

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- WHO IS HYLAND SOFTWARE
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SEARCH

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OnBase for Accounts Payable (AP)



With an end-to-end OnBase Accounts Payable (AP) Solution, organizations can streamline and simplify their AP processes. By converting paper documents into digital content at the point of arrival, the entire lifecycle of the document is managed in OnBase. Whether for purchase orders (POs), invoice processing, exceptions or vendor management, OnBase for Accounts Payable can cut costs by

Back to Back Office Solutions

- SAP Packaged Solutions
- Accounts Payable (AP)
- Accounts Receivable (AR)
- Human Resources (HR)
- Legal
- Governance, Risk and Compliance (GRC)

- Increasing early payment discounts and eliminating late payment penalties with automated processing
- Reducing manual errors with efficient data entry through numerous strategies for automating indexing
- Ensuring complete information and accuracy with cross-referencing capabilities for improved vendor relationships and customer service
- Accelerating discrepancy resolution and response times to supplier inquiries with [WorkView](#)
- Ensuring procedures and approvals are followed with automatic rules-based routing and processing for corporate and governmental compliance

Case Studies

Association Memberships

Back Office Solutions Articles

With a strong record of accomplishments in AP departments, OnBase has helped organizations of all sizes and industries build a comprehensive AP solution that serves as a platform for increasing operational efficiency and accountability enterprise-wide. Because OnBase can integrate with virtually any line-of-business or [ERP application](#), existing software investments are not replaced, but simply enhanced. Utilizing modules such as [Document Imaging](#) and [Workflow](#) gives AP departments maximum efficiency with processes that are contained within a central repository and automatically routed through approval and sign-off procedures.

After scanning or importing invoices into OnBase, AP invoices can be automatically distributed to appropriate clerks, balancing workloads and getting invoices assigned more quickly. OnBase can compare invoices to the corresponding POs, and if matched, submit the payment and store the invoice using automatic indexing. If the two do not match, [Workflow](#) can route the documents through the correct employees and managers based on pre-established corporate rules, enabling quicker and more informed decisions. The adjusted amount can then be sent to vendors, including supporting documents to clear up any questions, via physical mail, fax or e-mail using [Document Distribution](#) or posted to the Web.

GOVERNMENT

Download the free white paper from Hyland Software and Datamonitor.

DATAMONITOR

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Criminal Justice Information Systems Solutions



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By enabling police departments, crime labs, prosecutors, probation officers and correction agencies to share information and collaborate within their own jurisdiction and with their counterparts throughout government, OnBase helps criminal justice information systems remain focused on constituents' needs. Quickly and easily sharing electronic documents avoids time-consuming paper files that can bottleneck justice systems and delay police investigations and court proceedings. With OnBase, criminal justice information systems

- Speed the availability of documents so all parties have equal and complete information
- Reduce costs associated with the manual handling of paper documents
- Collaborate to exponentially improve efficiency
- Manage the physical and electronic evidence related to a case with one solution
- Allow multiple users to access information simultaneously
- Provide additional security and compliance with expunge and seal capabilities.

Information such as criminal histories, incident reports, evidence, samples, discovery information, warrants, hearing reports, inmate records, and even **physical records and evidence** can be managed in a single repository. Even officers on patrol can access documents relating to a particular situation, and judges can pull up documents surrounding a case while sitting at their benches.

With legacy systems and other software enhanced instead of replaced, OnBase seamlessly integrates with virtually any software application with the versatile **Application Enabler**. OnBase has already integrated with programs such as

- AICMS by AmCad®
- CIBERLaw CRIMES™ by Ciber, Inc.
- FullCourt® CMS by Justice Systems
- CourtView® by MAXIMUS Justice Solutions
- Odyssey® by Tyler Technologies, Inc.
- Justice Edition by Sustain Technologies, Inc.
- TheRecord EDGE™ by FTR Ltd.

The consequences of inaccurate communication are amplified in a criminal justice system. Agencies must have the most relevant and timely data to combat crime, protect citizens and ensure that all court cases are fair and just. OnBase provides the tools to streamline processes and accelerate information searches for the most effective criminal justice information system.



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Public Works Solutions

Public works departments utilize the OnBase ECM system to acquire information from multiple sources for road improvements, environment management, construction or clean water, to name a few. Public works organizations can make processes in the field, onsite and in the back office more efficient so they can meet constituents' expectations and provide more services on fixed resources. OnBase

- Integrates with existing geographic information systems (GIS)
- Streamlines accounts payable (AP) and accounts receivable (AR) processes
- Increases budget resources to provide service to more constituents
- Supports compliance with internal and external regulatory standards
- Allows for enterprise-wide document sharing while maintaining citizens' privacy rights with advanced security features

OnBase ECM has an open architecture that can integrate with virtually any GIS application, asset management or other system in place to fully leverage the application's capabilities. Using **Application Enabler**, OnBase can seamlessly integrate with software applications through a simple point-and-click configuration, without API programming, scripting or modifications to the application. OnBase has integrated with hundreds of applications, including **ESRI ArcGIS™**, ArcView, ArcEditor, ArcInfo and **ArcIMS™** as well as **Cityworks®** by **Asteca Systems, Inc.**

Using the Integration for **ESRI ArcIMS**, OnBase can be helpful for technicians on remote computers in the field. Here, they can use module to maximize the benefits of the mapping software. With this technology, users can have access to terrain, road and data maps as all the documents associated with items on them.

On the other end, Public Works agencies can implement OnBase in the **back office**. By using automated **workflow** to process and route documents and invoices or remittances through appropriate channels, OnBase can organize and accelerate **AP and AR** processes to make payments quicker and take advantage of early payment rewards as well as improve customer billing. By adding the **WorkView** module, OnBase can track all e-mails and calls associated with a bill, issue or household, allowing multiple representatives to service the same caller and reducing the time it takes to provide helpful answers.

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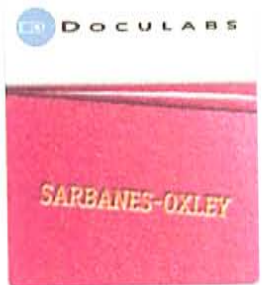
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OnBase SARBANES-OXLEY

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Application Enabler



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- Application Enabler
- Host Enabler
- Integration for Azteca Cityworks
- Integration for Epic
- Integration for ESRI ArcGIS™ Desktop and ArcIMS™
- Web Parts for Microsoft SharePoint®

The OnBase Application Enabler is a product that seamlessly integrates virtually any software application* with documents and processes managed in OnBase. This non-intrusive integration is achieved with no API programming, scripting or modifications to the user's application. Since this interaction can be achieved by a simple point-and-click configuration, administrators can create custom integrations that perfectly match the users' requirements and are flexible enough to change and evolve alongside the business.

Hundreds of applications, such as ERP, CRM, accounting or other transactional systems, have been "AppEnabled" to allow OnBase users to index and retrieve documents, automatically generate OnBase workflows and Microsoft Word documents and create bar-coded cover sheets without ever leaving the applications in which they work every day. Because Application Enabler works as an extension of the familiar interface, the disruption to employee routines is minimal.

How documents are retrieved and presented to the user can be adapted to meet the needs of the business and the individual user. Without manual intervention, specific documents can be linked to fields within the line-of-business application (e.g., an invoice image can be retrieved when an invoice number is clicked), or an entire virtual folder can be linked to a field or screen (e.g., the entire tabbed customer folder can be presented to a user who clicks on the customer name). For users who need a fast way to retrieve documents by entering a specific value (such as a PO number), an OnBase custom query can be displayed within the business application.

Once documents have been retrieved, they can be reviewed, cross-referenced, annotated and managed utilizing all available OnBase functions. In addition to these document management functions, Application Enabler can deliver Workflow execution functionality to the line-of-business application. Data within an application can be passed to an OnBase workflow using an automatically generated e-form for evaluation, processing and routing. This data can be configured to trigger or participate within a business process.

The Application Enabler can use the documents and metadata 'mapped' to the user's screens for importing documents into the OnBase system. For example, Application Enabler can generate indexing bar code sheets with data from the user's application. This functionality not only enables businesses to incorporate paper-based documents into their content management system, but to also link those documents directly with data resident in the application. For example, the workflow could notify a manager that an invoice requiring immediate attention has been entered into the line-of-business application based on a keyword value.

Application Enabler can apply metadata retrieved from the line of business application and use it to index images scanned in real time (such as those captured with Front Office Scanning) or in a disconnected environment as well as documents captured using Virtual Print Driver or EDM Services. Web-based scanning and indexing capabilities support remote workforces.


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Metadata captured with Application Enabler can also be used to populate Microsoft Word templates which can be automatically distributed using Workflow and stored as OnBase documents. For instance, an invoice exception may generate a letter to the vendor explaining that a specific invoice number has a discrepancy and the amount of that discrepancy.

Application

Application Enabler is ideal for organizations that want to eliminate the need for users to leave their primary business application to consult paper files or navigate between disconnected systems to get the information they need to perform daily tasks. Redundant data entry is also eliminated as there is no need to enter data into both a business application and a document management system. Organizations that realize the benefits of document and content management but fear the impact on productivity and user acceptance would also benefit from a cost-effective Application Enabler integration.

Core Features

- Seamless integration of the OnBase document repository with the line-of-business application for indexing and retrieval
- No programming or modification to the line-of-business application required
- Add functionality to the applications users already know virtually eliminates training
- Flexible integration can be easily adapted to changing user requirements by authorized administrators
- Many different time-saving tasks such as workflow, e-form generation, document creation and more, can be accomplished from an enabled screen

* To ensure customer satisfaction, Hyland Software qualifies all Application Enabler integrations.