

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July 14, 2011 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and NEKO Industries, Inc., a California Corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified company, experienced in the procurement, implementation, maintenance and support of computer software and hardware and related services; and

WHEREAS, Consultant is a value added reseller ("VAR") of Hyland Software's OnBase Electronic Document Management System ("EDMS") which County desires to procure from Consultant; and

WHEREAS, in the judgment of the County of Sonoma Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the purpose of implementation of an EDMS.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services for Core System Implementation. Consultant shall perform the services described in Exhibits A, B, and C attached hereto and incorporated herein by this reference (hereinafter "Core System Implementation"), and within the times or by the dates provided for in Exhibit A, B, and C and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibits A, B and C, the provisions in the body of this Agreement shall control.

1.2 Department Rollouts. Consultant shall perform the services described in Exhibit D attached hereto and incorporated herein by this reference (hereinafter "Department Rollouts of OnBase"), and within the times or by the dates provided for in Exhibit D and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit D the provisions in the body of this Agreement shall control.

1.3 Maintenance and Support Services. Consultant shall perform the services described in Exhibit E attached hereto and incorporated herein by this reference (hereinafter "Maintenance and Support Services") and within the times or by the dates provided for in Exhibit E and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit E the provisions in the body of this Agreement shall control.

1.4 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.5 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.6 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

Ronald Hofhenke – Project Manager
John Edmondson – Technical Manager
Michael Ellis – System Engineer (ECM)

Mike Powell – System Engineer (Capture)
Aaron Brown – Development

Level 1 and Level 2 support as needed.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the terms outlined in Exhibit A-1, Exhibit A-2, Exhibit E, Exhibit F, Exhibit G, Exhibit H and Exhibit J.

2.1 All pricing, terms and conditions shall remain in force during the term of this Agreement.

3. Term of Agreement.

3.1 Initial Term. The initial term of this Agreement shall be for a period of three years from the Effective Date ("Initial Term") unless terminated earlier in accordance with the provisions of Article 4 below.

3.2 Options to Extend. County shall have two (2) options to extend ("Extension Options") this agreement for a period of one (1) year each by providing written notice to Consultant thirty (30) days in advance of the expiration of the Initial Term and of the first extension option.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.12 (Ownership

and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Information Systems Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

5.1 Infringement Indemnity. Consultant represents and warrants that the software supplied under this Agreement does not infringe upon any United States patent or the rights of any third party. Consultant shall defend, indemnify, and hold County harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by County against any claims, actions, or demands by a third party alleging that the software supplied hereunder infringes a United States

patent, copyright, or trademark. County agrees to notify Consultant of any such claim promptly in writing and County agrees to cooperate fully with Consultant during such proceedings. Consultant shall settle at its sole cost and expense all proceedings arising out of the foregoing.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit I, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not significantly change the scope of work or significantly lengthen time schedules, and amendments to the Agreement which do not increase the amount of payment under the Agreement (taking into account all prior amendments) more than \$50,000 from the original Agreement amount, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being

understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.6 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.9 Assignment Of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.10 Confidentiality. Consultant and Consultant's subcontractors, agents, assigns, assistants, and all persons acting in concert with or at Consultant's direction shall maintain all County-related records, files, and other information in a confidential and secure manner, including but not limited to all patient medical records and client information, which shall be treated in accordance with all applicable state and federal laws and regulations. Only Consultant's employees and subcontractors who are assisting or performing a task required by this Agreement may have access to any data, documents, or materials accessed by Consultant in connection with this Agreement. Consultant shall require any subcontractor, agent, assign, assistant, and all persons acting in concert with or at Consultant's direction who perform any act required by this Agreement to sign the confidentiality agreement attached hereto as Exhibit M and shall provide a copy of each confidentiality agreement to County. This Paragraph 9.10 shall survive the expiration or termination of this Agreement. Consultant is a Business Associate for the purposes of HIPAA Privacy Rules and shall comply with the provisions of the Business Associate Addendum (Exhibit K) incorporated herein, and made part of this Agreement.

9.11 Source Code. Consultant shall have Hyland Software place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Consultant fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Consultant. The purpose of the escrow account is to enable the County shall be able to use the source code according to the terms of this Agreement, and to permit the County to modify the code for its own use consistent with this Agreement. Consultant shall provide County with a copy of the escrow certificate documenting that Consultant has placed the source code for the licensed software into a software escrow account. The Software Escrow Agreement #5040 account shall name the County of Sonoma as an escrow certificate holder. County shall be invoiced yearly for the escrow fees for its Licensee benefits pursuant to the Software Escrow Agreement attached hereto as Exhibit J.

9.12 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.13 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to

demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Accounting Office Information Systems Department 2615 Paulin Drive Santa Rosa, CA 95403 (707) 565-1443
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TO: CONSULTANT:	Ron Hofhenke Partner NEKO Industries, Inc. Olympus Corporate Center 3017 Douglas Blvd., Suite 300 Roseville, CA 95661 (707) 916-774-7125
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Piggyback Clause. As the lead public agency conducting this solicitation dated May 21, 2010 for Electronic Document Management Services, the County of Sonoma and "awarded vendor" shall allow other government agencies to piggyback on the competitive process for this government contract. Participating agencies may have the

ability to take advantage of the contract pricing and to examine whether the specific terms and conditions meet their needs and the requirements of the awarded contractor.

14. Warranties. Consultant warrants that the software will function according to the current system documentation, as well as all commitments made in Exhibit L (Original RFP and Response to RFP).

15. Miscellaneous Provisions.

15.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: NEKO, INDUSTRIES, INC.

By: 

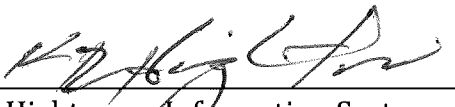
Name: RONALD J. HOFFENKE

Title: PARTNER

Date: JUNE 23, 2011

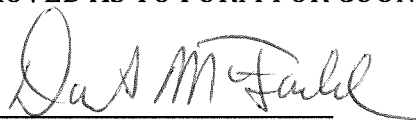
COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

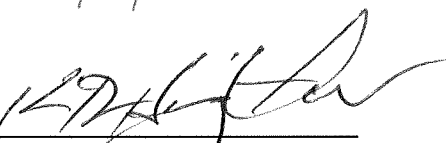
By: 
Ken Hightower, Information Systems
Department Director

Date: 7/7/2011

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

Date: 5/2/11

By: 
Ken Hightower, Information systems
Director

Date: 7/14/2011

List of Attachments

EXHIBIT A:	CORE SYSTEM IMPLEMENTATION - SCOPE OF WORK
EXHIBIT A-1:	CORE SYSTEM SOFTWARE PAYMENT
EXHIBIT A-2:	CORE SYSTEM IMPLEMENTATION AND ASSESOR'S UPGRADE PAYMENT
EXHIBIT B:	UPGRADE OF ASSESSOR'S INSTANCE
EXHIBIT C:	ONSITE DEMONSTRATION DAY OF HYLAND'S ONBASE
EXHIBIT D:	DEPARTMENT ROLLOUTS OF ONBASE
EXHIBIT E:	MAINTENANCE AND SUPPORT SERVICES
EXHIBIT F:	NEKO SERVICES PRICING SHEET
EXHIBIT G:	HYLAND'S ONBASE MODULE PRICE LIST
EXHIBIT H:	KOFAX CAPTURE PRICE LIST
EXHIBIT I:	INSURANCE
EXHIBIT J:	ESCROW AGREEMENT
EXHIBIT K:	HIPAA ADDENDUM
EXHIBIT L:	ORIGINAL RFP AND RESPONSE TO RFP
EXHIBIT M:	CONFIDENTIALITY AGREEMENT

EXHIBIT A**Core System Implementation - Scope of Work**

Objective: The County's Information Systems Department ("ISD") seeks to deploy an EDMS to serve as a standard County offering to departments for electronic document management needs. ISD desires to purchase and install core system functionality ("Core System") and permit departments to amend this Agreement to allow for department installations to access the Core System, and additional software modules and services to add functionality based on user demand and available funding.

Consultant shall provide the County with project management, design, installation, configuration, integration, consulting, and technical services to assist in the implementation of a Core System and department installations.

The Core System Implementation will include:

- a. **Planning**
 - i. **Project Plan.** This shall include development of a written document outlining the tasks, milestones and deliverables required to implement the Core System. This shall include target dates and responsible parties for all tasks.
 - ii. **Technical Validation.** Consultant shall verify that the Core System modules listed in Exhibit A-1 will function within County's current environment and without the purchase of additional dependent modules (excluding licenses to utilize said modules).
- b. **Procurement.** Consultant shall procure the Hyland software modules and licenses outlined in Exhibit A-1 on behalf of County for its Core System, assuming they pass the technical validation cited above.
- c. **System Design, Installation, Configuration, Customization, and move to Production**
 - i. **Software Installation and Configuration.** Consultant shall install the software and configure and customize the Core System.
 - ii. **Test/Development System Installation and Configuration.** Consultant shall install and configure a test/development system, which will remain in place for testing new releases and functionality.
- d. **Move to Production.** Consultant shall move the Core System into Production after Consultant and County receive approval through the Information Systems Department's Change Management Process. After the Core System has moved to Production, Consultant will work with County to confirm the Production System

is functionality properly and will work to cure any issues encountered by County immediately.

e. Training

- i. Consultant shall develop a written training plan in coordination with County.
- ii. Consultant shall provide onsite, on the job demonstration training for HelpDesk staff, at least two (2) designated System Administrators, Records Management Staff, and first users of the system. Consultant shall provide 44 hours of on the job training.

f. Testing

- i. **Written Plan.** Consultant shall develop a written test plan in coordination with County for validating the system is functioning as intended and is performing according to industry standards and benchmarks.

g. Documentation

- i. **Design Documentation.** Consultant shall provide written design documentation specific to the County's Core System design.
- ii. **System Documentation.** Consultant shall provide written system documentation specific to the County's Core System setup.

h. Countywide Retrieval Matrix. Consultant shall develop a Countywide Retrieval Matrix ("CRM") so that any employee can determine what County documents are available and how to retrieve them if they have the proper security rights.

- i. **Security Rights.** To get security rights to the documents, County user will get manager approval of the department that owns the documents. Consultant will create and provide an eForm for the user to fill out and sign. Once approved, Consultant will add access within two hours.
- ii. **Updates to CRM.** Consultant will update the CRM documentation to reflect additional departmental installs.

i. Integration with Electronic Records Management Software ("ERMS")

- i. **Written Specification.** Consultant shall develop a written specification of integration jointly with the County's Records Manager, Joyce Sayed.
- ii. **Written Plan.** Consultant shall develop a written test plan in coordination with County for validating the ERMS integration is functioning as intended.

- iii. **Integration.** Consultant shall integrate County's Zasio ERMS with OnBase and install this solution on the Test/Development System.
- iv. **Testing.** County shall test the integration of the Core System with the ERMS. Consultant shall make modifications necessary to remedy any problems encountered by County associated with the integration.
- v. **Move to Production.** Once County has validated the systems have been integrated to its satisfaction, Consultant will perform the integration in the Production System after Consultant and County receive approval through the Information Systems Department's Change Management Process. After the ERMS and EDMS have been integrated in Production, Consultant will work with County to confirm the Production System is functionality properly and will work to cure any issues encountered by County immediately.
- vi. **Documentation**
 - i. **Design Documentation.** Consultant shall provide written design documentation specific to the integration between the County's Core System and Zasio's ERMS.
 - ii. **System Documentation.** Consultant shall provide written system documentation specific to the integration between the County's Core System and Zasio's ERMS.
- j. **Integration with Active Directory.** Consultant shall work with County to plan, design, test, and integrate OnBase with County's Active Directory system. This shall be conducted in the test system first, and then when fully tested by County and Consultant, it shall be moved into Production. County and Consultant shall test it in the Production system, and Consultant shall triage any issues that arise immediately. Consultant shall provide any necessary documentation and training.

The Core System Implementation phase shall be completed within eight weeks of execution of this Agreement.

Project Management. During all of the phases listed above, during the Assessor's Upgrade detailed in Exhibit B, and all future department rollouts as identified in Exhibit D, Consultant will provide project management services. Consultant will provide a project manager to manage, schedule and coordinate all project activities to assure system quality and adherence to project schedule, provide project updates, troubleshooting and problem resolution support, and facilitate communication between Consultant and County.

EXHIBIT A-1**Core System Software Payment****Core System OnBase Software Solution:**

Core System Software Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid a lump sum amount of \$136,960 upon procurement of the software and licenses outlined below. Upon completion of the procurement, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the modules procured and the amount charged.

CORE SYSTEM SOFTWARE					
QTY	PART NUMBER	DESCRIPTION	RETAIL PRICE	DISCOUNTED PRICE	EXTENDED PRICE
1	OBIPW1 & CTIPW1	OnBase Multi-User Server, which includes a workstation license	\$5,000	\$4,000	\$ 4,000
1	DMIP1	OnBase EDM Services	\$5,000	\$4,000	\$ 4,000
1	WTIPW1	OnBase Web Server	\$10,000	\$8,000	\$ 8,000
100	CTIPC1	Concurrent Client Licenses (1-100)	\$1,200	\$960	\$96,000
1		Discount - Concurrent User License (with 100 licenses minimum purchase)			(\$51,000)
1	AEIA1	Application Enabler for Line of Business Integration (Megabyte Application Integration for Assessor's Office)	\$15,000	\$12,000	\$12,000
1	DPIPW1 & CTIPW1	Document Import Processor, which includes a Workstation Client License	\$5,000	\$ 4,000	\$ 4,000
1	RIIP1 & DRIP1	OnBase Records Management, which includes Document Retention for free	\$20,000	\$16,000	\$16,000

1	WLIPC1&FMIP11	OnBase Concurrent WF User, which includes Enterprise eForms for free	\$2,000	\$ 1,600	\$ 1,600
1	RPIPI1	Report Services	\$5,000	\$ 4,000	\$ 4,000
1	OLIP11-07	Integration for Microsoft Outlook 2007	\$5,000	\$4,000	\$4,000
100	OIPW1-07	Integration with Office 2007	\$50	Free	Free
1	OCIPW1	Batch OCR, includes installation of OnBase OCR software on user workstation	\$1,500	\$ 1,200	\$ 1,200
1	UNIP11	Unity Client Server	\$10,000	\$8,000	\$8,000
1	IDIP11	Full-Text Indexing Server for Autonomy IDOL	\$10,000	\$8,000	\$8,000
1	SPIPI1	Web Parts for Microsoft SharePoint	\$5,000	\$4000	\$4,000
1	MAIP11	Archive Services for Microsoft SharePoint	\$5,000	\$4,000	\$4,000
2	EE#T024-001U	Kofax Concurrent Station (Assessor's Office)	\$2,870	\$2,296	\$4,592
1	EE#Y024-001M	Kofax Image Volume 1 M/Yr Enterprise (Assessor's Office)	\$5,710	\$4,568	\$4,568
Total Software Payment CORE EDMS:			\$136,960.00		

Taxes: There are no taxes on the above software as it is delivered electronically. County will not receive a physical product. In the event any portion of the software listed above requires taxes to be paid, it shall be the responsibility of the Consultant.

Special Concessions:

1. Consultant shall include one (1) test/development license for free, and at no additional maintenance cost. This is a value of \$50,000.
2. Consultant has agreed to provide 100 licenses for Integration with Office 2007 for free. This includes free maintenance on those licenses for one year.
3. County may at any time exchange a module it has purchased for another module of equal or lesser value.

4. If County determines any of the above modules do not work within its existing technical infrastructure as defined in the Request For Proposal dated May 21, 2010 (attached to this Agreement as Exhibit L), including its current version of Windows SharePoint Services 3.0, County may exchange it for another module of equal or lesser value or chose to return the module to Hyland and be reimbursed for said expense.
5. County shall receive, free of charge, a workstation license with the OnBase Multi-User Server and a workstation license with the Document Import Processor modules. County shall not pay for maintenance separately on the workstation licenses included with the OnBase Multi-User Server and Document Import Processor modules. County shall pay only for the maintenance on the Multi-User Server and Document Import Processor modules.
6. County shall receive, free of charge, Enterprise eForms with the purchase of a Concurrent workflow User License. County shall also receive, free of charge, the Document Retention Module with the purchase of the Records Management Module. County shall not pay maintenance separately on the Document Retention module or for Enterprise eForms when it purchases and pays maintenance on the OnBase Records Management Module and OnBase Concurrent workflow User license.
7. Enterprise eForms will allow non-OnBase users to submit eForms into the system without any additional licensing.
8. County shall receive, free of charge, OnBase OCR software when it purchases the Batch OCR module. County shall not pay maintenance separately for the OnBase OCR software when it purchases and pays maintenance on the Batch OCR module.
9. County may exchange any concurrent license it purchases for two named or two workstation licenses within the same category (e.g. 1 concurrent client license for 2 named client licenses; 1 concurrent workflow license for 2 workstation workflow licenses). Consultant shall effect such changes within one business day of County's request.
10. The module and licensing prices and maintenance rate of 18% listed in Exhibits F, G, and H are enforced during the Initial Term and Extension Options of this Agreement. These prices are also valid for any amendments to the Agreement for Department Rollouts (see Exhibit D).

11. Consultant shall provide County with the table structure of its database for customization work that may be done by County's development team.
12. Consultant shall provide the DocPop code to County free of charge.
13. If and when County purchases a sufficient number of "per application" or "per department" modules to match that of the cost of the enterprise application cost, County shall automatically convert to the enterprise application and shall not be required to purchase additional "per application" or "per department" modules thereafter. Enterprise applications can be identified in Exhibit G by the wording "unlimited", "1 time cost", "enterprise", "site license" or "for all enabled applications" and in Exhibit H by the part number beginning with "EE#". For example, under Exhibit G, the Application Enabler module costs \$12,000 per enabled application. Once the County purchases its fourth Application Enabler (AEIP11) module (\$12,000 x 4 = \$48,000), it shall automatically be converted to the Enterprise Application Enabler module (AEIP12) (valued at \$40,000) for free and shall no longer need to purchase Application Enabler modules (AEIP11) for each application enabled.
14. One concurrent client license is equivalent to two named user client licenses or two workstation client licenses. Once the County procures the equivalent of 600 concurrent client licenses, be they any combination of concurrent, workstation, or named user licenses, County shall no longer be required to purchase additional licenses to grant its employees access to the system. At the equivalent of 600 concurrent client licenses, County shall be considered to have hit an "enterprise level" of licensing.

EXHIBIT A-2**Core System Implementation and Assessor's Upgrade Payment**

For the Core System Implementation described above in Exhibit A and the Assessor's Upgrade described below in Exhibit B and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid a lump sum amount of \$104,300.00 regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified below.

Upon successful completion of the work, signified by a written email from the ISD Project Manager to Consultant indicating such, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

CONSULTING/IMPLEMENTATION SERVICES					
QTY	ITEM	DESCRIPTION	RESOURCE	PRICE PER HOUR	EXTENDED PRICE
50	Labor 1	Project Management		\$180	\$9,000
40	Labor 1	Discovery	Gap	\$180	\$7,200
45	Labor 1	OnBase System Design	Design	\$180	\$8,100
160	Labor 1	Records Management Design, Integration with Zasio, Installation	RM	\$180	\$28,800
24	Labor 2	Design Documentation	Documentation	\$150	\$3,600
20	Labor 2	Develop Test Plan	Documentation	\$150	\$3,000
16	Labor 2	Develop Training Plan	Training	\$150	\$2,400

20	Labor 1	Server Level Capture Design	Design	\$180	\$3,600
66	Labor 2	System Installation—Development Box Build-up included	Install	\$150	\$9,900
40	Labor 2	System Configuration	Install	\$150	\$6,000
40	Labor 2	System Integration	DB	\$150	\$6,000
12	Labor 2	SharePoint Configuration	Install	\$150	\$1,800
24	Labor 2	Server Level Capture Installation	Install	\$150	\$3,600
12	Labor 2	System Documentation	Documentation	\$150	\$1,800
40	Labor 2	System Testing	Documentation	\$150	\$6,000
1	TRV	Travel	Travel	\$6,500	\$6,500
16	Labor 2	Move to Production	Install	\$150	\$2,400
44	Labor 2	Training	Training	\$150	\$6,600
-1		Hyland Credit: Discount providing that County purchases 100 or more concurrent licenses (as stated above)			(\$12,000)
Total Labor with Hyland Discount:					\$104,300

Terms & Conditions:

1. County will not incur a bill from Zasio, its Electronic Records Management System vendor. The cost of any integration from Zasio is reflected in the pricing above. If County receives a bill from Zasio, Consultant shall be responsible for paying said bill according to the terms and conditions described within such bill.

EXHIBIT B**Upgrade of Assessor's Instance**

In the event the Assessor's Office has not upgraded to Version 10 or 11 by the Effective Date of this Agreement, Consultant shall perform the following tasks to upgrade the Assessor to version selected to be installed by County:

- a. **Validation.** Consultant validates the Version 10 and 11 of Hyland's OnBase will work with Assessor's existing scanner and version of Kofax software. Kofax will need to remain at existing version and on same Assessor box. The Kofax environment cannot be changed or upgraded until a new scanner is procured. OnBase version 10 or 11 will work if Kofax is not moved.
- b. **Taxonomy Review.** Consultant shall review the Assessor's Office current taxonomy to determine what changes will be required as part of a larger countywide implementation. Consultant shall effect those changes with the input of Assessor.
- c. **Upgrade in Test.** Consultant will upgrade the Assessor's instance of OnBase to match that of the Core System in the Test/Development System. Consultant will provide an upgrade to Application Enabler, will reinstall and reconfigure it to function with Megabyte and Assessor will test.
- d. **Existing Integrations.** Consultant will ensure all existing integrations with third party software (i.e. Megabyte, Kofax) still function. Consultant has verified compatibility with new version of Megabyte (.Net version) as of 6/14/11.
- e. **Test.** Assessor shall test and validate its functionality and use of the system remains the same. Consultant shall immediately work to cure any issues encountered by Assessor.
- f. **Move to Production.** Once Assessor has validated the system is functioning as expected, Consultant will upgrade and install on Production after Consultant and County receive approval through the Information Systems Department's Change Management Process. After Assessor has moved to Production, Consultant will work with Assessor to confirm the Production System is functionality properly and will work to cure any issues encountered by Assessor immediately.
- g. **Training.** Consultant will provide training to Assessor staff in new functionality available in Core System.
- h. **Documentation and Knowledge Transfer.** Consultant will supply ISD and Assessor with the information (e.g. registry settings) required to develop script(s) to push out upgrade-related changes on the client-side, such as new OnBase and Application Enabler shortcuts, non-default user settings such as

disabled zoom, customized toolbars, etc. to avoid manual installation. Consultant will clarify for Assessor how Assessor's administrator rights will change based on countywide implementation and will work with County to set up Assessor's administrator rights over Assessor's doctype groups. Consultant shall provide updated documentation to Assessor based on any revisions made.

- i. **Restore Process Plan and Support.** Consultant shall develop a disaster recovery plan for the Assessor's upgrade in conjunction with County to plan for the potential event of a failed upgrade. Consultant shall restore the Assessor's old instance and cure any upgrade issues until Assessor can be successfully moved to the Core System.
- j. **Free Site Review.** Consultant will provide a free site review at Assessor's site. Consultant will meet with Assessor to provide a demonstration, analyze their needs and provide a free fixed price quote based on the prices and maintenance charges outlined in Exhibits F, G, and H. Based on what the Consultant learns during the meeting and any follow up meetings or communications required, Consultant will produce a Proof of Concept for Assessor review, testing and sign-off. When Assessor approves the Proof of Concept and quote, this Agreement shall be amended to include Assessor's additional scope of work.

The Assessor's Upgrade shall be commenced upon a date mutually acceptable by Consultant, County's Assessor's Office and Information Systems Department. Assessor's Upgrade (Steps a-i above) shall be completed within three (3) weeks.

EXHIBIT C

OnSite Demonstration Day of Hyland's OnBase

Consultant and the ISD Project Manager shall hold a "Get to know OnBase" event at the County where staff members from interested departments can attend to see what type of functionality is available to their departments, what modules Hyland has to offer, ask questions about specific business needs and potential solutions, etc. Consultant shall invite Hyland software to co-host the event. County and Consultant shall work together to plan the agenda, topics to be covered, date/time, and location of the day long demonstration. This event shall be hosted by Consultant and Hyland free of charge to County. County will provide the location and marketing for the event.

EXHIBIT D

Department Rollouts of OnBase

As departments ("customer") express an interest to utilize the Core System, Consultant will provide a free site review at customer's site. Consultant will meet with customer to provide a demonstration, analyze their needs and provide a free fixed price quote based on the prices and maintenance charges outlined in Exhibits F, G, and H. Based on what the Consultant hears during the meeting and any follow up meetings or communications required, Consultant will produce a Proof of Concept for customer review, testing and sign-off.

When customer approves the Proof of Concept and quote, this Agreement shall be amended to include customer's scope of work, which shall include taxonomy development that shall be integrated with the County's records retention schedules and documented in the Countywide Retrieval Matrix.

EXHIBIT E

Maintenance and Support Services

A. Hyland Support and Maintenance Services

1 Hyland Maintenance and Support

1.1 Charges: Maintenance charges on the above modules listed in Exhibit A-1 shall be at a rate of 18% per year of the Retail Price. In year 1, County shall not pay maintenance charges on the 100 licenses for Office 2007 as noted above in Exhibit A-1. County shall not pay for the modules purchased herein which are also included on any bill to the Assessor's Office under their current contract with Neko Industries for the period of July 1, 2011 – June 30, 2012.

1.2 Support included: Annual maintenance and support shall include the right to:

- a. Receive all software patches and new versions
- b. Unlimited services to restore a system to production status should a failure occur.
- c. Direct telephone and email support Monday through Friday from 8:00 a.m. through 5:00 p.m. PST. .

Hyland Software, Inc.
28500 Clemens Road. Westlake, OH 44145

Email: support@onbasenebraska.com
Phone: (440) 788.5000
Fax: (440) 788.5100

1.3 Exclusions to Support: Services not provided under the maintenance fees and licensing of the system:

- a. Services to add new functionality to the system are excluded from Production maintenance. These services would be defined and a not to exceed quotation provided as required.

1.4 First Line of Support: Consultant shall act as County's first line of support and shall escalate to Hyland as further described below.

B. Consultant Support Services

1. Consultant's Maintenance and Support

1.1 **Charges:**

1.1.1 **Software:** Consultant's support services charges for the Core System and Assessor's instance shall be \$5,900 annually. As customers are added to the Core System, Consultant shall provide a quote to add Consultant's support for that department. Consultant shall be paid no more than \$7200 per year to support all County departments.

1.1.2 **Hardware:** In the event County purchases hardware directly from Consultant (e.g. scanners, storage, etc.), Consultant shall provide a quote to add Consultant's support for that hardware. Consultant shall be paid no more than \$5000 per year to support all hardware procured through Consultant by County departments.

1.1.3 **Travel Charges:** In the event of a major upgrade or installation that requires Consultant to come onsite, Consultant shall provide a quote to County for the cost of traveling to County's site to facilitate such work.

1.2 **Objective:** Consultant shall ensure upgrade and manufacturer support. Consultant will take the first call and triage the problem. If the problem cannot be solved on the phone, then Consultant will escalate to the manufacturers as required. The objective is to provide one call to Consultant for any Enterprise Content Management ("ECM") software or related hardware. Consultant will secure the appropriate support agreements with Hyland Software and Kofax for its OnBase and Capture products respectively, and support agreements for any hardware procured through Consultant.

1.3 **Method of Support:** Consultant provides Remote Support functionality via WebEx whereby Consultant, with the assistance of end users, provides direct support to a problem PC or server while maintaining all County security and supporting County's current firewall configuration.

2 Software Contract Service Summary:

Support Level	Included	Service Offering
Basic	Yes	1. Real time support call intake for IT and Super Users 2. Issue Manager Ticketing System for IT and Super Users

		<p>3. Emergency Repairs Response Time: 20 minute for remote support (WebEx), next day if onsite is required</p> <p>4. Normal Repairs Response Time: 2 hour for remote support (WebEx), next day onsite if required</p> <p>5. Preventative Maintenance Response Time: At a time mutually acceptable to County and Consultant</p> <p>6. Software Support shall be available Monday-Friday from 8:00 a.m. – 5:00 p.m. (Pacific Time)</p> <p>7. Program includes managed escalation support by Neko</p> <p>8. All maintenance of supported software, including Hyland's OnBase and Kofax software, shall include all manufacturer updates, upgrades and enhancements currently available and will also include support for new development as necessary to maintain system.</p> <p>9. Provide phone, email and web support (via WebEx) for imaging hardware and software Monday through Friday and for weekend hours scheduled in advance, at no additional charge.</p> <p>10. Use manufacturer's resources on County's behalf if Consultant's support team cannot resolve any hardware or software issue.</p>
Premier	Yes	<p>a. System Triage for supported software</p> <p>b. Extended Hour Software Support shall be available by schedule only</p> <p>c. WebEx Software Support included to cut down cost of potential on-site charges</p>

		<p>d. Program includes dedicated support person that is familiar with County's ECM environment</p> <p>e. Personal Call to clarify issue as needed to expedite the process</p> <p>f. Follow-up contact to ensure call was closed satisfactorily</p>
Premier Option -1	No	System Triage for supported hardware
Premier Option -2	No	Installation of Hyland/Kofax patches on Server and Test/Development Server for workstation deployment.
Premier Option -3	No	Full Server Support (Maintain and oversee server OS, SQL, and Network Security). In-place Application upgrades applied. Triage and recommend solution for workstation issues.
Premier Option -4	Yes	Application Software Onsite support provided as needed on a time and materials basis.
Premier Option -5	No	New Server Moves/Builds or Complete Scheduled Server reinstalls are not included and will be quoted at fixed cost to customer. (This excludes non-break fix. A break fix would be a restore from backup.)
Premier Option -6	No	Maintenance of test/development server. This includes synchronization of test server to match production.

Assumptions:

- a. OnBase upgrades of the server and sample workstations are included. All workstation roll-outs and OS upgrades and patches are outside the scope of this Agreement.
- b. System enhancements and/or new functionality will be negotiated on a service-by-service basis.
- c. Changes to services will be communicated and documented to all stakeholders via an approved amendment to this Agreement.
- d. Scheduling of all service related requests will be conducted in accordance with service descriptions.
- e. Super Users shall be defined as the departmental System Administrators who shall be granted access to only their department's doctype groups.

3. Roles and Responsibilities

3.1 Parties. The following Service Owner(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this Agreement:

Stakeholder	Title/Role	Contact Information
Sabrina Doss	ISD Project Manager	Sabrina.Doss@sonoma-county.org (707) 565-2303
Ron Hofhenke	Neko Account Manager	rjh@nekoind.com (916) 774-7125
John Edmondson	Neko Escalation Manager	jhe@nekoind.com (916) 774-7125

*Note: Availability is defined below under Hours of Coverage, Response Time & Escalations. All *first calls* to be into main NEKO line. Cell phone numbers are not to be used unless specified in this section.

3.2 Consultant's Responsibilities. Consultant's responsibilities and/or requirements in support of this Agreement include:

- a. Meet response times associated with the priority assigned to issues and service requests.
- b. Appropriate notification to County for all schedule maintenance as set forth below.
- c. Effectively escalate issues to 2nd level service providers as required.
- d. Implement and maintain defined processes to deliver these services.

3.3 County's Responsibilities. County's responsibilities and/or requirements in support of this Agreement include:

- a. Availability of customer representatives(s) when resolving a service related incident or request.
- b. Communicate specific service availability requirements.

4. Requesting Service

There are three methods of contacting IT for all requests:

4.1 Online/IT Request (<http://support.nekoind.com>). By utilizing the web, County's request will be automatically associated with our organization and visible to all authorized Customer and Consultant personnel. Requests made via the web will be processed during normal hours of operation. Using the Request via the web interface is the most efficient method to log and process incidents. If a premier support customer, a help desk manager will follow-up

to clarify the details of the request, if required, prior to contact by assigned technician.

4.2 Phone (916-774-7125, Ask for Customer Service). A Help Desk Manager will take County's call, record the needed information soliciting clarification where required. A ticket will then be opened on <http://support.nekoind.com> and assigned to a technician. Phone service is available during normal hours of operation. Messages left during off hours will be processed the next business day.

4.3 Email (CustomerSupport@nekoind.com). Requests submitted via email to CustomerSupport@nekoind.com will automatically be registered and a ticket opened on Support.nekoind.com. A Help Desk Manager will contact the requestor for additional information or clarification as required before assigning to a technician. Email requests will be processed during regular business hours.

*Contact directly to a Consultant representative may delay response times and proper tracking.

5. Hours of Coverage, Response Times & Escalation

5.1 Hours of Coverage

- a. The Support Center hours of operation are 8:00 a.m. to 5:00 p.m. PST, Monday – Friday, except for federal holidays and announced Consultant closures. County may use any of the methods of contact as stated in Section 4.
- b. Tickets via the web interface and email can be sent 24 hours a day, 7 days a week and will be processed during the next business day. Using IT Request via the web interface is the most efficient method to log and process incidents.
- c. Previously scheduled services may be performed after hours or on weekends.
- d. Any request requiring a restart of County's hardware may need to be performed off hours or on the weekend, and will be accommodated as needed by Consultant.

5.2 Incident Response

For responses to requests, Consultant shall respond depending on the type of request as listed below:

- a. **Emergency Repairs Response Time:** 20 minute for remote support (WebEx), next day if onsite is required
- b. **Normal Repairs Response Time:** 2 hour for remote support (WebEx), next day onsite if required
- c. **Preventative Maintenance Response Time:** At a time mutually acceptable to County and Consultant

5.3 New Service or Enhancement Request (ER). An enhancement request (ER) means a request that is made by County to Consultant for a service not deemed to be considered maintenance of the system. ERs may be processed during normal hours of operation via any of the methods outlined in Section 4 and will be responded to with an estimate of time to complete the request and any fees associated with the request.

5.4 Escalation. If County is not satisfied with the level of service on a request, County may contact its Account Manager or the Escalation Manager. They will categorize and process County's input as appropriate and will respond to County with the action taken.

5.5 Information. If County has a question about service, IT need or technology, it may phone, email, or use IT Request. The Support Center will route County's ticket to the appropriate area.

5.6 Service Exceptions to Coverage. There is no coverage on federal holidays.

Federal Holidays:

- | | |
|---------------------------------------|--------------------|
| • New Year's Day | • Labor Day |
| • Birthday of Martin Luther King, Jr. | • Columbus Day |
| • Washington's Birthday | • Veterans Day |
| • Memorial Day | • Thanksgiving Day |
| • Independence Day | • Christmas Day |

On California State holidays there is minimal coverage—server down situations only.

CA State Holidays:

- | | |
|---------------------------------------|--------------------------|
| • Birthday of Martin Luther King, Jr. | • Labor Day |
| • Presidents' Day | • Veterans Day |
| • Cesar Chavez Day | • Thanksgiving Day |
| • Memorial Day | • Day after Thanksgiving |
| • Independence Day | • Day after Christmas |

Consultant specific holidays will be made known to County at least seven (7) days in advance.

6 Maintenance and Service Changes

Consultant's Change Management process minimizes unintended service disruptions or other impacts to the County as a result of changes in the production environment. Consultant does this by monitoring, managing, and evaluating changes to maximize the service benefits to the customer, while minimizing the risks involved in making those changes.

There are three categories of service changes:

6.1 Planned Maintenance: Planned service maintenance is approved work that is planned and scheduled prior to the change. The Consultant's technician or Account Manager will communicate (as needed) to the appropriate audience prior to the scheduled change.

6.2 Unplanned Maintenance: Unplanned service maintenance is priority work that is unplanned due to an urgent repair to prevent failure or resume normal processes. Unplanned service outages will be given priority (and communicated immediately) on a case-by-case basis depending on the type and urgency of the service failure.

6.3 Emergency Service Change: An emergency service change is defined as a service failure that affects the entire ECM system or a significant number of users require immediate resolution. Consultant's technician reports all emergency service changes to the appropriate personnel at both Consultant's Office and County to determine the necessary communication steps. Emergency service announcements are communicated the day of the service interruption.

7 Reviewing and Logging

The ECM system requires regular oversight to ensure system is operating at peak efficiency. This Section 7 outlines what functions should be reviewed on a regular basis.

Daily Tasks

Server	Confirm	Report	Responsible Party
Check daily back-up logs	No skipped files or errors?	Anomaly Report	ISD

Weekly Tasks

Server	Confirm	Report	Responsible Party
Check the Windows event log	Abnormal warnings or errors?	Anomaly Report	ISD
Check the OnBase event log	Abnormal warnings or errors?	Anomaly Report	ISD
Check the SQL Server Maintenance Log	Abnormal warnings or errors?	Anomaly Report	ISD
Check System Space	Sufficient space?	Space Report	ISD
Verify System Integrity	Verify database to file system	Run OnBase Platter Report	ISD
Check Services Production	Ensure services are running: IIS, OnBase, IDOL, Workflow	Anomaly Report	ISD
Check Services Development	IDOL , Workflow	Anomaly Report	ISD
Check Batch Committals	Services running, no uncommitted batches	Anomaly Report	Departments
Check Batch OCR/PDF Processor	Services running, no unprocessed batches	Anomaly Report	Departments
Check Workflow Timer Server	Documents in queue over 1 hour old	Anomaly Report	Departments

EXHIBIT F**NEKO SERVICES PRICING SHEET**

DESCRIPTION	PRICE PER HOUR
Project Management/Consulting	\$180.00
Gap Analysis/Discovery	\$180.00
OnBase System Design	\$180.00
Design Documentation	\$150.00
Develop Test Plan	\$150.00
Develop Training Plan	\$150.00
Capture Design	\$180.00
System Installation	\$150.00
System Configuration	\$150.00
System Customization	\$150.00
System Integration	\$150.00
Data Conversion	\$150.00
Capture Installation	\$150.00
Capture Configuration/Integration	\$150.00
System Documentation	\$150.00
System Testing	\$150.00
Move to Production	\$150.00
Training	\$150.00

EXHIBIT G**HYLAND'S ONBASE MODULE PRICE LIST**

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
Server Modules					
Multi-User Server	OBIPW1	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Single User Server	OBIPA1	\$ 1,000.00	\$ 800.00	1 time cost	\$ 180.00
CLIENT MODULES					
Concurrent Client	CTIPC1	\$ 1,200.00	\$ 960.00	Each, for Qty 1-100	\$ 216.00
	CTIPC2	\$ 1,000.00	\$ 800.00	Each, for Qty 101-200	\$ 180.00
	CTIPC3	\$ 800.00	\$ 640.00	Each, for Qty 201+	\$ 144.00
Workstation Client	CTIPW1	\$ 600.00	\$ 480.00	Each, for Qty 1-100	\$ 108.00
	CTIPW2	\$ 500.00	\$ 400.00	Each, for Qty 101-200	\$ 90.00
	CTIPW3	\$ 400.00	\$ 320.00	Each, for Qty 201+	\$ 72.00
Named User Client	CTIPN1	\$ 600.00	\$ 480.00	Each, for Qty 1-100	\$ 108.00
	CTIPN2	\$ 500.00	\$ 400.00	Each, for Qty 101-200	\$ 90.00
	CTIPN3	\$ 400.00	\$ 320.00	Each, for Qty 201+	\$ 72.00
IMAGING AND CAPTURE					
Document Imaging					
Production Document Imaging (Kofax or TWAIN)	DIIPW1	\$ 5,000.00	\$ 4,000.00	For the first	\$ 900.00
	DIIPW2	\$ 2,000.00	\$ 1,600.00	For the second and beyond	\$ 360.00
Production Document Imaging (TWAIN)	TIIPW1	\$ 5,000.00	\$ 4,000.00	For the first	\$ 900.00
	TIIPW2	\$ 2,000.00	\$ 1,600.00	For the second and beyond	\$ 360.00
Production Document Imaging (ISIS)	ASIPW1	\$ 5,000.00	\$ 4,000.00	For the first	\$ 900.00
	ASIPW2	\$ 2,000.00	\$ 1,600.00	For the second and beyond	\$ 360.00
Disconnected Scanning	DSIPW1	\$ 5,000.00	\$ 4,000.00	For the first	\$ 900.00
	DSIPW2	\$ 2,000.00	\$ 1,600.00	For the second and beyond	\$ 360.00

Product / Module Name		Part Number	List Price		Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
Desktop Document Imaging								
		AIIPW1	\$ 500.00		\$ 400.00		For <= 15 pages per minute	\$ 90.00
		AIIPW2	\$ 1,000.00		\$ 800.00		For <= 30 pages per minute	\$ 180.00
		AIIPW3	\$ 1,500.00		\$ 1,200.00		For >30 pages per minute	\$ 270.00
Web Scanning Named User		WSIPN1	\$ 500.00		\$ 400.00		Each	\$ 90.00
Front Office Scanning		FOIPW1	\$ 1,000.00		\$ 800.00		Each	\$ 180.00
Express Scanning		ESIPW1	\$ 1,000.00		\$ 800.00		Each	\$ 180.00
Bar Code Recognition Server		BSIPW1	\$ 5,000.00		\$ 4,000.00		Each	\$ 900.00
Other Imaging and Capture Modules								
Batch OCR		OCIPW1	\$ 1,500.00		\$ 1,200.00		1 time cost	\$ 270.00
Ad-hoc Document OCR		AOIPW1	\$ 500.00		\$ 400.00		1 time cost	\$ 90.00
Automated Indexing		IAIPW1	\$ 10,000.00		\$ 8,000.00		Per Scanner	\$ 1,800.00
Ad-hoc Automated Indexing		AZIPW1	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
Intelligent Automated Indexing		IIP11	\$ 20,000.00		\$ 16,000.00		Per Concurrent Instance	\$ 3,600.00
Virtual Print Driver		PTIPC1	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
Signature Pad Interface (TWAIN)		PWIP11	\$ 6,000.00		\$ 4,800.00		1 time cost	\$ 1,080.00
Bar Code Generator		BCIP11	\$ 2,000.00		\$ 1,600.00		1 time cost	\$ 360.00
Merchant Capture		MTIP11	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00
Image Segment Archiver		EBIP11	\$ 4,000.00		\$ 3,200.00		1 time cost	\$ 720.00
Image-Only Modules								
Image-Only Multi-User Server		ELIP12	\$ 2,000.00		\$ 1,600.00		1 time cost	\$ 360.00
Image-Only Concurrent Client		ELIPC2	\$ 600.00		\$ 480.00		Each	\$ 108.00
Image-Only Workstation Client		ELIPW2	\$ 300.00		\$ 240.00		Each	\$ 54.00
Image-Only Named User Client		ELIPN2	\$ 300.00		\$ 240.00		Each	\$ 54.00
IMPORT PROCESSING								
COLD/ERM and Import Processors								
COLD/ERM		CLIPW1	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00
Advanced COLD/ERM		ACIPW1	\$ 35,000.00		\$ 28,000.00		1 time cost	\$ 6,300.00
PCL Input Filter		PCIPW1	\$ 3,000.00		\$ 2,400.00		1 time cost	\$ 540.00
AFP Input Filter		AFIPW1	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00

Product / Module Name	Part Number	List Price		Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
DJDE Input Filter	DJIPW1	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
PDF Input Filter	PIPW1	\$ 7,500.00		\$ 6,000.00		1 time cost	\$ 1,350.00
Document Import Processor	DPIPW1	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
XML Index Document Import Processor	DXIPW1	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
Advanced Document Import Processor	ADIPW1	\$ 20,000.00		\$ 16,000.00		1 time cost	\$ 3,600.00
XML Tag Import Processor	XMI PW1	\$ 7,000.00		\$ 5,600.00		1 time cost	\$ 1,260.00
Remittance Processor	RPIPW1	\$ 20,000.00		\$ 16,000.00		1 time cost	\$ 3,600.00
Advanced Remittance Processor	APIPW1	\$ 40,000.00		\$ 32,000.00		1 time cost	\$ 7,200.00
Directory Import Processor	TYIP11	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
COLD/ERM-Only Modules							
COLD/ERM-Only Multi-User Server	ELIP11	\$ 2,000.00		\$ 1,600.00		1 time cost	\$ 360.00
COLD/ERM-Only Concurrent Client	ELIPC1	\$ 600.00		\$ 480.00		Each	\$ 108.00
COLD/ERM-Only Workstation Client	ELIPW1	\$ 300.00		\$ 240.00		Each	\$ 54.00
COLD/ERM-Only Named User Client	ELIPN1	\$ 300.00		\$ 240.00		Each	\$ 54.00
Other Import Processing Modules							
132 Column Font	FOIP11	\$ 2,000.00		\$ 1,600.00		For 1-100 Workstations	\$ 360.00
	FOIP12	\$ 5,000.00		\$ 4,000.00		For 101+ Workstations	\$ 900.00
Conversion Tool for IXOS	IXIP11	\$ 10,000.00		\$ 8,000.00		No maintenance.	
Conversion Tool for Ricoh eCabinet	RCIP11	\$ 5,000.00		\$ 4,000.00		No maintenance. 1 time cost	
BUSINESS PROCESS AUTOMATION							
Workflow (New Licensing Model)							
Workflow Concurrent Client SL	WLIPC1	\$ 2,000.00		\$ 1,600.00		Each, for qty 1-20	\$ 360.00
	WLIPC2	\$ 1,600.00		\$ 1,280.00		Each, for qty 21-50	\$ 288.00
	WLIPC3	\$ 1,400.00		\$ 1,120.00		Each, for qty 51-100	\$ 252.00
	WLIPC4	\$ 1,200.00		\$ 960.00		Each, for qty 101-300	\$ 216.00

Product / Module Name		Part Number	List Price		Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
Workflow Workstation Client SL		WLIPC5	\$ 1,100.00		\$ 880.00		Each, for qty 301-1,000	\$ 198.00
		WLIPC6	\$ 1,000.00		\$ 800.00		Each, for qty 1,001+	\$ 180.00
		WLIPW1	\$ 1,250.00		\$ 1,000.00		Each, for qty 1-20	\$ 225.00
		WLIPW2	\$ 1,000.00		\$ 800.00		Each, for qty 21-50	\$ 180.00
		WLIPW3	\$ 800.00		\$ 640.00		Each, for qty 51-100	\$ 144.00
		WLIPW4	\$ 700.00		\$ 560.00		Each, for qty 101-300	\$ 126.00
Workflow Named User Client SL		WLIPW5	\$ 600.00		\$ 480.00		Each, for qty 301-1,000	\$ 108.00
		WLIPW6	\$ 500.00		\$ 400.00		Each, for qty 1,001+	\$ 90.00
		WLIPN1	\$ 1,250.00		\$ 1,000.00		Each, for qty 1-20	\$ 225.00
		WLIPN2	\$ 1,000.00		\$ 800.00		Each, for qty 21-50	\$ 180.00
		WLIPN3	\$ 800.00		\$ 640.00		Each, for qty 51-100	\$ 144.00
		WLIPN4	\$ 700.00		\$ 560.00		Each, for qty 101-300	\$ 126.00
WorkView (New Licensing Model)		WLIPN5	\$ 600.00		\$ 480.00		Each, for qty 301-1,000	\$ 108.00
		WLIPN6	\$ 500.00		\$ 400.00		Each, for qty 1,001+	\$ 90.00
WorkView Concurrent Client SL		VLIPC1	\$ 1,500.00		\$ 1,200.00		Each, for qty 1-20	\$ 270.00
		VLIPC2	\$ 1,300.00		\$ 1,040.00		Each, for qty 21-50	\$ 234.00
		VLIPC3	\$ 1,200.00		\$ 960.00		Each, for qty 51-100	\$ 216.00
		VLIPC4	\$ 1,100.00		\$ 880.00		Each, for qty 101-300	\$ 198.00
		VLIPC5	\$ 1,000.00		\$ 800.00		Each, for qty 301-1,000	\$ 180.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
WorkView Workstation Client SL	VLIPC6	\$ 900.00	\$ 720.00	Each, for qty 1,001+	\$ 162.00
	VLIPW1	\$ 900.00	\$ 720.00	Each, for qty 1-20	\$ 162.00
	VLIPW2	\$ 800.00	\$ 640.00	Each, for qty 21-50	\$ 144.00
	VLIPW3	\$ 700.00	\$ 560.00	Each, for qty 51-100	\$ 126.00
	VLIPW4	\$ 600.00	\$ 480.00	Each, for qty 101-300	\$ 108.00
	VLIPW5	\$ 500.00	\$ 400.00	Each, for qty 301-1,000	\$ 90.00
WorkView Named User Client SL	VLIPW6	\$ 400.00	\$ 320.00	Each, for qty 1,001+	\$ 72.00
	VLIPN1	\$ 900.00	\$ 720.00	Each, for qty 1-20	\$ 162.00
	VLIPN2	\$ 800.00	\$ 640.00	Each, for qty 21-50	\$ 144.00
	VLIPN3	\$ 700.00	\$ 560.00	Each, for qty 51-100	\$ 126.00
	VLIPN4	\$ 600.00	\$ 480.00	Each, for qty 101-300	\$ 108.00
	VLIPN5	\$ 500.00	\$ 400.00	Each, for qty 301-1,000	\$ 90.00
Workflow/WorkView Concurrent Client SL	VLIPN6	\$ 400.00	\$ 320.00	Each, for qty 1,001+	\$ 72.00
Workflow/WorkView Combination (New Licensing Model)					
Workflow/WorkView Concurrent Client SL	WWIPC1	\$ 2,700.00	\$ 2,160.00	Each, for qty 1-20	\$ 486.00
	WWIPC2	\$ 2,300.00	\$ 1,840.00	Each, for qty 21-50	\$ 414.00
	WWIPC3	\$ 2,100.00	\$ 1,680.00	Each, for qty 51-100	\$ 378.00
	WWIPC4	\$ 1,900.00	\$ 1,520.00	Each, for qty 101-300	\$ 342.00
	WWIPC5	\$ 1,700.00	\$ 1,360.00	Each, for qty 301-1,000	\$ 306.00

Product / Module Name		Part Number	List Price		Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
Workflow/WorkView Workstation Client SL		WWIPC6	\$ 1,500.00		\$ 1,200.00		Each, for qty 1,001+	\$ 270.00
		WWIPW1	\$ 1,700.00		\$ 1,360.00		Each, for qty 1-20	\$ 306.00
		WWIPW2	\$ 1,300.00		\$ 1,040.00		Each, for qty 21-50	\$ 234.00
		WWIPW3	\$ 1,100.00		\$ 880.00		Each, for qty 51-100	\$ 198.00
		WWIPW4	\$ 1,000.00		\$ 800.00		Each, for qty 101-300	\$ 180.00
		WWIPW5	\$ 900.00		\$ 720.00		Each, for qty 301-1,000	\$ 162.00
Workflow/WorkView Named User Client SL		WWIPW6	\$ 800.00		\$ 640.00		Each, for qty 1,001+	\$ 144.00
		WWIPN1	\$ 1,700.00		\$ 1,360.00		Each, for qty 1-20	\$ 306.00
		WWIPN2	\$ 1,300.00		\$ 1,040.00		Each, for qty 21-50	\$ 234.00
		WWIPN3	\$ 1,100.00		\$ 880.00		Each, for qty 51-100	\$ 198.00
		WWIPN4	\$ 1,000.00		\$ 800.00		Each, for qty 101-300	\$ 180.00
		WWIPN5	\$ 900.00		\$ 720.00		Each, for qty 301-1,000	\$ 162.00
E-Forms		WWIPN6	\$ 800.00		\$ 640.00		Each, for qty 1,001+	\$ 144.00
E-Forms Integration for Microsoft InfoPath Field Reporting Named User Client		FMIP11	\$ 10,000.00		\$ 8,000.00		1 time cost. No cost to County. It's included with the purchase of 1 workflow license.	\$ 1,800.00
		MIIP11	\$ 10,000.00		\$ 8,000.00		1 time cost.	\$ 1,800.00
		FRIPN1	\$ 1,000.00		\$ 800.00		Qty 1-100	\$ 180.00
		FRIPN2	\$ 900.00		\$ 720.00		Qty 101-200	\$ 162.00
		FRIPN3	\$ 800.00		\$ 640.00		Qty 201-500	\$ 144.00
		FRIPN4	\$ 700.00		\$ 560.00		Qty 501-1,000	\$ 126.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
Field Reporting Workstation Client	FRIPN5	\$ 600.00	\$ 480.00	Qty 1,001 - 3,000	\$ 108.00
	FRIPN6	\$ 500.00	\$ 400.00	Qty 3,001 - 5,000	\$ 90.00
	FRIPN7	\$ 400.00	\$ 320.00	Qty 5,001 +	\$ 72.00
	FRIPW1	\$ 2,000.00	\$ 1,600.00	1 time cost.	\$ 360.00
Integration for Adobe Lifecycle Server Forms	AFIP1	\$ 25,000.00	\$ 20,000.00	1 time cost.	\$ 4,500.00
Integration for FormFast	FFIP1	\$ 10,000.00	\$ 8,000.00	Per Department	\$ 1,800.00
	FFIP2	\$ 35,000.00	\$ 28,000.00	Enterprise	\$ 6,300.00
Integration for Access Forms	AXIP1	\$ 10,000.00	\$ 8,000.00	Per Department	\$ 1,800.00
	AXIP2	\$ 35,000.00	\$ 28,000.00	Enterprise	\$ 6,300.00
Mobile Workflow					
Mobile Workflow for Blackberry®	BWIP1	\$ 20,000.00	\$ 16,000.00	1 time cost.	\$ 3,600.00
Business Process Management Tools (BPM)					
Business Process Modeling	BMIP1	\$ 10,000.00	\$ 8,000.00	1 time cost.	\$ 1,800.00
Business Activity Monitoring	BAIP1	\$ 10,000.00	\$ 8,000.00	1 time cost.	\$ 1,800.00
Extractor for Data Warehouse	XTIP1	\$ 50,000.00	\$ 40,000.00	1 time cost.	\$ 9,000.00
BPM Tools Suite	TLIP1	\$ 65,000.00	\$ 52,000.00	1 time cost.	\$ 11,700.00
Other Business Process Automation Modules					
Business Rules Engine	BRIP1	\$ 20,000.00	\$ 16,000.00	1 time cost.	\$ 3,600.00
Doc - Create PDF/TIFF for this Document	WTIP1	\$ 3,000.00	\$ 2,400.00	1 time cost.	\$ 540.00
Digital Signatures	DGIPN1	\$ 200.00	\$ 160.00	Per Client	\$ 36.00
Digital Signing Server	DCIPW1	\$ 25,000.00	\$ 20,000.00	1 time cost.	\$ 4,500.00
Integration for Microsoft BizTalk	BZIP1	\$ 20,000.00	\$ 16,000.00	1 time cost.	\$ 3,600.00
Document Composition for Microsoft Word	CWIP1	\$ 20,000.00	\$ 16,000.00	1 time cost.	\$ 3,600.00
Document Composition	ADIP1	\$ 20,000.00	\$ 16,000.00	1 time cost.	\$ 3,600.00
Enterprise Document Composition	BDIP1	\$ 50,000.00	\$ 40,000.00	1 time cost.	\$ 9,000.00
Image Document Composition	FCIP1	\$ 20,000.00	\$ 16,000.00	1 time cost.	\$ 3,600.00
ACH Generator	AHIPW1	\$ 20,000.00	\$ 16,000.00	1 time cost.	\$ 3,600.00

Product / Module Name		Part Number	List Price		Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
Integration for PPU TimeStamp Service		TSIP1	\$ 2,000.00		\$ 1,600.00		Initial purchase includes 1,000 TimeStamps	\$ 360.00
		TSIP2	\$ 100.00		\$ 80.00		For 1,000 Addt'l TimeStamps	\$ 18.00
		TSIP3	\$ 900.00		\$ 720.00		For 10,000 Addt'l TimeStamps	\$ 162.00
		TSIP4	\$ 7,000.00		\$ 5,600.00		For 100,000 Addt'l TimeStamps	\$ 1,260.00
Workflow								
Workflow Departmental Server		WFIPD1	\$ 10,000.00		\$ 8,000.00			\$ 1,800.00
		WFIP11	\$ 50,000.00		\$ 40,000.00			\$ 9,000.00
		WFIPC1	\$ 1,000.00		\$ 800.00		Each	\$ 180.00
		WFIPW1	\$ 500.00		\$ 400.00		Each	\$ 90.00
		WFIPN1	\$ 500.00		\$ 400.00		Each	\$ 90.00
WorkView								
WorkView Server		RMIP11	\$ 10,000.00		\$ 8,000.00			\$ 1,800.00
		RMIPC1	\$ 1,000.00		\$ 800.00		Each	\$ 180.00
		RMIPW1	\$ 500.00		\$ 400.00		Each	\$ 90.00
		RMIPN1	\$ 500.00		\$ 400.00		Each	\$ 90.00
Workflow/WorkView Combination								
WorkView/WorkView Concurrent Client		WCIPC1	\$ 1,500.00		\$ 1,200.00		Each	\$ 270.00
		WCIPW1	\$ 750.00		\$ 600.00		Each	\$ 135.00
		WCIPN1	\$ 750.00		\$ 600.00		Each	\$ 135.00
CONTENT MANAGEMENT								
Web Server, EDM Services, Collaboration, etc.								
Web Server		WTIPW1	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00
		STIP11	\$ 0.00		\$ 0.00		1 time cost	\$ 0.00
		UNIP11	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00
		UBIPW1	\$ 400.00		\$ 320.00		Each, Qty 1-100	\$ 72.00
		UBIPW2	\$ 350.00		\$ 280.00		Each, Qty 101-200	\$ 63.00

Product / Module Name		Part Number	List Price		Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
		UBIPW3	\$ 300.00		\$ 240.00		Each, Qty 201+	\$ 54.00
EDM Services		DMIP11	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
Office Business Application for 2007		OIIPW1-07	\$ 50.00		\$ 40.00		Each, Qty 1-100	\$ 9.00
		OIIPW2-07	\$ 40.00		\$ 32.00		Each, Qty 101-200	\$ 7.20
		OIIPW3-07	\$ 30.00		\$ 24.00		Each, Qty 201-400	\$ 5.40
		OIIPW4-07	\$ 15,000.00		\$ 12,000.00		Site License, Qty 400+	\$ 2,700.00
Office Business Application for 2010		OIIPW1-10	\$ 50.00		\$ 40.00		Each, Qty 1-100	\$ 9.00
		OIIPW2-10	\$ 40.00		\$ 32.00		Each, Qty 101-200	\$ 7.20
		OIIPW3-10	\$ 30.00		\$ 24.00		Each, Qty 201-400	\$ 5.40
		OIIPW4-10	\$ 15,000.00		\$ 12,000.00		Site License, Qty 400+	\$ 2,700.00
Collaboration		COIP11	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00
Web Parts for Microsoft SharePoint		SPIPI1	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
Archive Services for Microsoft SharePoint		MAIP11	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
Content Connector for Microsoft SharePoint		SLIP11	\$ 3,000.00		\$ 2,400.00		1 time cost	\$ 540.00
Ad-Hoc Scanning Server for Microsoft SharePoint		SSIP11	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
Ad-Hoc Scanning User for Microsoft SharePoint		SSIPN1	\$ 50.00		\$ 40.00		Each	\$ 9.00
Site Provisioning for Microsoft SharePoint		PMIP11	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
Integration for Microsoft Search		PHIP11	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
Integration for WSRP		WPIPI1	\$ 15,000.00		\$ 12,000.00		1 time cost	\$ 2,700.00
Integration for WebDAV		BVIP11	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00
Integration for Ektron CMS400.NET		ENIP11	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00
Document Knowledge Transfer		DKIP11	\$ 8,000.00		\$ 6,400.00		1 time cost	\$ 1,440.00
Enterprise Document Knowledge Transfer Web		DKIP12	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00

Product / Module Name		Part Number	List Price		Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
Access								
eCommerce Application		OSIP1	\$ 15,000.00		\$ 12,000.00		1 time cost	\$ 2,700.00
Integration for ESRI ArcGIS Server		EGIP1	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00
Integration for ESRI ArcGIS Desktop		AGIP1	\$ 7,000.00		\$ 5,600.00		1 time cost	\$ 1,260.00
Print Distribution		PDIPW1	\$ 3,000.00		\$ 2,400.00		1 time cost	\$ 540.00
Document Transfer		DTIP1	\$ 7,000.00		\$ 5,600.00		Per Site	\$ 1,260.00
Full-Text Indexing								
Full-Text Indexing Server for Autonomy IDOL		IDIP1	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00
Full-Text Indexing Concurrent Client for Autonomy IDOL		IDIPC1	\$ 300.00		\$ 240.00		Each	\$ 54.00
Full-Text Indexing Named User Client for Autonomy IDOL		IDIPN1	\$ 150.00		\$ 120.00		Each	\$ 27.00
Full-Text Indexing Workstation Client for Autonomy IDOL		IDIPW1	\$ 150.00		\$ 120.00		Each	\$ 27.00
Migration Tool for Verity		VTIPM1	\$ 3,000.00		\$ 2,400.00		1 time cost	\$ 540.00
Full-Text Indexing Server for Microsoft		FXIP1	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
Full-Text Indexing Concurrent Client for Microsoft		TXIPC1	\$ 200.00		\$ 160.00		Each	\$ 36.00
Full-Text Indexing Named User Client for Microsoft		TXIPN1	\$ 100.00		\$ 80.00		Each	\$ 18.00
Full-Text Indexing Workstation Client for Microsoft		TXIPW1	\$ 100.00		\$ 80.00		Each	\$ 18.00
Context Search Framework		CFIP1	\$ 10,000.00		\$ 8,000.00		1 time cost	\$ 1,800.00
CAD Services								
CAD Services		CSIP1	\$ 5,000.00		\$ 4,000.00		1 time cost	\$ 900.00
CAD Services Viewing Support								
CAD Services Concurrent Client - View Only		CVIPC1	\$ 300.00		\$ 240.00		Each	\$ 54.00
CAD Services Concurrent Client - View/Markup		CMIPC1	\$ 600.00		\$ 480.00		Each	\$ 108.00
CAD Services Workstation Client - View Only		CVIPW1	\$ 150.00		\$ 120.00		Each	\$ 27.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
CAD Services Workstation Client - View/Markup	CMIPW1	\$ 300.00	\$ 240.00	Each	\$ 54.00
E-MAIL					
Integration for Novell GroupWise	GRIP11	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Integration for IBM Lotus Notes	LNIP11	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Integration for Microsoft Outlook (Only Supports Outlook 2003)	OLIP11	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Integration for Microsoft Outlook 2007	OLIP11-07	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Integration for Microsoft Outlook 2010	OLIP11-10	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
E-mail Archive for Microsoft Exchange	EAIPI1	\$ 25.00	\$ 20.00	Per mailbox archived. Enter # of mailboxes.	\$ 4.50
Subscription Server	SSIPW1	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
WorkView Integration for Microsoft Outlook 2007	WOIP11	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
REPORTING					
Report Services	RPIPI1	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Report Mining	RXIP11	\$ 15,000.00	\$ 12,000.00	1 time cost	\$ 2,700.00
Report Mining Integration for Datawatch Monarch	MNIP11	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Report Mining Integration for Datawatch Monarch RMS	MNIP12	\$ 5,000.00	\$ 4,000.00	If the customer, purchases both Monarch integration, the customer receive half-off the second integration. If applicable, enter .5 to the left.	\$ 900.00
Exception Reports	ERIP11	\$ 4,000.00	\$ 3,200.00	1 time cost	\$ 720.00
INTEGRATION					
Application Enabler					
Application Enabler (Annual)	AEIA11	\$ 8,000.00	\$ 6,400.00	Per year and per enabled application.	\$ 1,440.00
Enterprise Application Enabler (Annual)	AEIA12	\$ 25,000.00	\$ 20,000.00	Per year for all enabled applications	\$ 4,500.00
Application Enabler	AEIP11	\$ 15,000.00	\$ 12,000.00	Per enabled application.	\$ 2,700.00
Enterprise Application Enabler	AEIP12	\$ 50,000.00	\$ 40,000.00	For all enabled applications.	\$ 9,000.00
Host Enabler					

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
Host Enabler Concurrent Client	HEIPC1	\$ 300.00	\$ 240.00	Each	\$ 54.00
Host Enabler Workstation Client	HEIPW1	\$ 150.00	\$ 120.00	Each	\$ 27.00
Application Programming Interfaces (API)					
Archival API	ARIP1	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Reverse API	RVIP1	\$ 10,000.00	\$ 8,000.00	Per application.	\$ 1,800.00
Query API (Initial 500 queries/hour) (Thick Client)	APIQ1	\$ 10,000.00	\$ 8,000.00	For initial 500 queries per hour. Enter 1 for the first block.	\$ 1,800.00
Query API (Additional block of 500 queries/hour) (Thick Client)	APIQ2	\$ 8,000.00	\$ 6,400.00	For additional blocks of 500 queries per hour. Enter 1, 2, etc. for each additional block.	\$ 1,440.00
Query API (Initial 500 queries/hour) (Core)	APIQ3	\$ 10,000.00	\$ 8,000.00	For initial 500 queries per hour. Enter 1 for the first block.	\$ 1,800.00
Query API (Additional block of 500 queries/hour) (Core)	APIQ4	\$ 8,000.00	\$ 6,400.00	For additional blocks of 500 queries per hour. Enter 1, 2, etc. for each additional block.	\$ 1,440.00
Web Services Toolkit	WSIP1	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
Unity Integration Toolkit	UIIP1	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
Security					
Single Sign-On for Microsoft Active Directory Service	SNIP1	\$ 0.00	\$ 0.00	No charge.	\$ 0.00
Single Sign-On for CA eTrust SiteMinder	SNIP2	\$ 20,000.00	\$ 16,000.00	1 time cost	\$ 3,600.00
Single Sign-On for IBM Tivoli Access Manager	SNIP3	\$ 25,000.00	\$ 20,000.00	1 time cost	\$ 4,500.00
Single Sign-On for RSA Sign-On Manager	SNIP5	\$ 30,000.00	\$ 24,000.00	1 time cost	\$ 5,400.00
Single Sign-On for SAP Enterprise Portal 6.0	SNIP6	\$ 35,000.00	\$ 28,000.00	1 time cost	\$ 6,300.00
Single Sign-On for PeopleSoft Enterprise v8	SNIP8	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Single Sign-On for OnBase Entrust	SNIP12	\$ 15,000.00	\$ 12,000.00	1 time cost	\$ 2,700.00
Single Sign-On for RSA Access Manager	SNIP13	\$ 30,000.00	\$ 24,000.00	1 time cost	\$ 5,400.00
Encrypted Alpha Keywords	AKIP1	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
Encrypted Disk Groups	EHIP1	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
DOCUMENT ACQUISITION INTEGRATIONS					
Integration for OCR for AnyDoc	OPIPI1	\$ 3,500.00	\$ 2,800.00	1 time cost	\$ 630.00
Integration for Cardiff TeleForm	CRIP11	\$ 3,500.00	\$ 2,800.00	1 time cost	\$ 630.00
Integration for ReadSoft DOCUMENTS	RDIPI1	\$ 3,500.00	\$ 2,800.00	1 time cost	\$ 630.00
Integration for Captiva InputAccel	IAPI1	\$ 3,500.00	\$ 2,800.00	1 time cost	\$ 630.00
Integration for Kofax Capture	KXIP11	\$ 3,500.00	\$ 2,800.00	1 time cost	\$ 630.00
Integration for eCopy ShareScan Op	ECIPW1	\$ 1,200.00	\$ 960.00	Per device.	\$ 216.00
Integration for AutoStore Route to OnBase	ASIP11	\$ 3,000.00	\$ 2,400.00	1 time cost	\$ 540.00
Connector for Esker DeliveryWare	EKIP11	\$ 15,000.00	\$ 12,000.00	1 time cost	\$ 2,700.00
Integration for Open Text Fax Server, RightFax Edition	RFIPW1	\$ 6,000.00	\$ 4,800.00	Per server.	\$ 1,080.00
Integration for Visioneer OneTouch	OTIPW1	\$ 500.00	\$ 400.00	Each.	\$ 90.00
Integration for Sharp MFP	OSIPW1	\$ 400.00	\$ 320.00	Per Device, 1-10 Devices	\$ 72.00
	OSIPW2	\$ 300.00	\$ 240.00	Per Device, 11-50 Devices.	\$ 54.00
	OSIPW3	\$ 25,000.00	\$ 20,000.00	Unlimited	\$ 4,500.00
Integration for the Fujitsu fi-6010 Network Scanner	NSIPW2	\$ 2,000.00	\$ 1,600.00	Per Unit.	\$ 360.00
Integration for PFU Mediastaff AD Kiosk					
Custom Kiosk Application	KIIPW1	\$ 2,000.00	\$ 1,600.00	Per Application, Per Unit	\$ 360.00
PFU Mediastaff AD Kiosk	PSMADGRHS01	\$ 8,000.00	\$ 6,400.00	Per Kiosk, Color: Green/White	\$ 1,440.00
PFU Mediastaff AD Kiosk	PSMADSVHS01	\$ 8,000.00	\$ 6,400.00	Per Kiosk, Color: Silver/Silver	\$ 1,440.00
ERP INTEGRATIONS					
OnBase Connector for use with SAP ArchiveLink					
Connector for use with SAP ArchiveLink	SAIP11	\$ 30,000.00	\$ 24,000.00	1 time cost	\$ 5,400.00
Business Process Automation for SAP	PAIP11	\$ 15,000.00	\$ 12,000.00	Per Configured Business Object	\$ 2,700.00
Bar Code Import for use with SAP ArchiveLink	SBIPI1	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
Print List and Data Archive for use with SAP ArchiveLink	SDIP11	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
OLE Viewer for use with SAP ArchiveLink	SCIP11	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
Business Indexing Connector for use with SAP ArchiveLink	SIIP11	\$ 15,000.00	\$ 12,000.00	1 time cost	\$ 2,700.00
Imaging iViews for use with SAP ArchiveLink	IVIP11	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
Integration for SAP Exchange Infrastructer (XI)	XIIP11	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Other ERP Integrations					
Integration for Oracle E-Business Suite	ORIP11	\$ 30,000.00	\$ 24,000.00	1 time cost	\$ 5,400.00
Dual Window Indexer for PeopleSoft v.8	DWIP11	\$ 15,000.00	\$ 12,000.00	1 time cost	\$ 2,700.00
Integration for Oracle PeopleSoft Enterprise	PEIP11	\$ 30,000.00	\$ 24,000.00	1 time cost	\$ 5,400.00
STATEMENTS					
Image Statements					
	ISIP11	\$ 1,500.00	\$ 1,200.00	Per Block, 1-10,000 Statements per Month Sold in blocks of 1,000.	\$ 270.00
	ISIP12	\$ 1,000.00	\$ 800.00	Per Block, 10,000-50,000 Statements per Month Sold in blocks of 1,000.	\$ 180.00
	ISIP13	\$ 500.00	\$ 400.00	Per Block, 50,001+ Statements per Month Sold in blocks of 1,000.	\$ 90.00
OMR Marks Generator	OMIP11	\$ 3,000.00	\$ 2,400.00	1 time cost	\$ 540.00
Document Distribution	DDIP11	\$ 1,000.00	\$ 800.00	Per Block, Sold in blocks of 250 with a minimum initial purchase of 4 blocks (1,000).	\$ 180.00
Statement Composition	SCIPW1	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
RECORDS MANAGEMENT					
Document Retention	DRIP11	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
Physical Records Management	PRIP11	\$ 15,000.00	\$ 12,000.00	1 time cost	\$ 2,700.00
Records Management	RIIP11	\$ 20,000.00	\$ 16,000.00	1 time cost	\$ 3,600.00
Certified Records Management	DOIP11	\$ 75,000.00	\$ 60,000.00	1 time cost	\$ 13,500.00
STORAGE AND EXPORT					
Distributed Disk Services	DSIP11	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
Storage Integration for EMC Centra	CTIP1	\$ 20,000.00	\$ 16,000.00	1 time cost	\$ 3,600.00
Storage Integration for IBM Tivoli	TVIP1	\$ 20,000.00	\$ 16,000.00	1 time cost	\$ 3,600.00
CD Authoring	CDIPW1	\$ 1,000.00	\$ 800.00	1 time cost	\$ 180.00
DVD Authoring	DVIPW1	\$ 2,000.00	\$ 1,600.00	1 time cost	\$ 360.00
Blu-ray Authoring	BAIPW1	\$ 4,000.00	\$ 3,200.00	1 time cost	\$ 720.00
Automated CD Authoring	AAIPW1	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Automated DVD Authoring	AVIPW1	\$ 8,000.00	\$ 6,400.00	1 time cost	\$ 1,440.00
Automated CD/DVD Publishing	ADIPC1	\$ 5,000.00	\$ 4,000.00	1-100 Institutions. Enter 1 for first block.	\$ 900.00
				Each, Additional blocks of 100 Institutions. Enter 1, 2, etc. for addtl blocks.	\$ 720.00
Publishing	ADIPC2	\$ 4,000.00	\$ 3,200.00		
	PBIA1	\$ 2,000.00	\$ 1,600.00	1 time cost	\$ 360.00
Aggregate Publishing	PBIP1	\$ 1,000.00	\$ 800.00	\$1,000 per entity receiving CDs/DVDs. Enter 1, 2, etc. for # of entities.	\$ 180.00
Multilingual Publishing	MPIP1	\$ 3,000.00	\$ 2,400.00	1 time cost	\$ 540.00
Encrypted CD/DVD Publishing	EPIP1	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Export	EXIPC1	\$ 5,000.00	\$ 4,000.00	1 time cost	\$ 900.00
Storage Integration for FileNet	FIIP1	\$ 40,000.00	\$ 32,000.00	1 time cost	\$ 7,200.00
COMPLIANCE FRAMEWORK					
Compliance Framework Template	SOIP1	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
UTILITIES					
Configuration Migration Utility	CMIP1	\$ 0.00	\$ 0.00	1 time cost	\$ 0.00
BANKING AND TREASURY					
Ad-hoc IRD Printing	PTIP1	\$ 5,000.00	\$ 4,000.00		\$ 900.00
Image Cash Letter Generator (X9.37)	P9IPW1	\$ 10,000.00	\$ 8,000.00		\$ 1,800.00
Image Cash Letter Generator (X9.100)	P9IPW1-9100	\$ 10,000.00	\$ 8,000.00		\$ 1,800.00
Posting File Generator	PPIPW1	\$ 5,000.00	\$ 4,000.00		\$ 900.00
NSF File Processor	RGIPW1	\$ 5,000.00	\$ 4,000.00		\$ 900.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
eMortgage Delivery for Chase	EGIPW1	\$ 5,000.00	\$ 4,000.00		\$ 900.00
Signature / ID Client	FNIPW1	\$ 200.00	\$ 160.00	Each	\$ 36.00
Integration for Mitek Validify	VYIP1	\$ 2,000.00	\$ 1,600.00		\$ 360.00
Integration for Goldleaf	GDIPW1	\$ 5,000.00	\$ 4,000.00		\$ 900.00
Integration with Q2 Software	Q2IP1	\$ 10,000.00	\$ 8,000.00		\$ 1,800.00
Integration for Teres Solutions SAIL	TEIP1	\$ 10,000.00	\$ 8,000.00		\$ 1,800.00
Integration for AZIA CAR/LAR					
	CRIPW1	\$ 1,600.00	\$ 1,280.00	1-10 Blocks, Sold in blocks of 100,000 checks processed annually.	\$ 288.00
	CRIPW2	\$ 1,400.00	\$ 1,120.00	11-25 Blocks, Sold in blocks of 100,000 checks processed annually.	\$ 252.00
	CRIPW3	\$ 1,200.00	\$ 960.00	25-50 Blocks, Sold in blocks of 100,000 checks processed annually.	\$ 216.00
	CRIPW4	\$ 1,000.00	\$ 800.00	50-75 Blocks, Sold in blocks of 100,000 checks processed annually.	\$ 180.00
	CRIPW5	\$ 800.00	\$ 640.00	75+ Blocks, Sold in blocks of 100,000 checks processed annually.	\$ 144.00
GOVERNMENT					
Agenda & Minutes Manager	AMIPW1	\$ 3,000.00	\$ 2,400.00	1-10 Agenda Templates	\$ 540.00
	AMIPW2	\$ 2,000.00	\$ 1,600.00	11+ Agenda Templates	\$ 360.00
Integration for Accela	AAIP1	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
Integration for Azteca Cityworks	CYIP1	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
Integration for CourtView	ICIP1	\$ 15,000.00	\$ 12,000.00	1 time cost	\$ 2,700.00
Integration for DTS TrakRecord	TKIP1	\$ 10,000.00	\$ 8,000.00	1 time cost	\$ 1,800.00
Public Sector Constituency Web Access	GWIP1	\$ 0.01	\$ 0.01	\$0.01 per constituent per system/database. Enter # of constituents for the agency.	\$ 0.00
Public Sector Constituency Web Access (Workflow)	PSIP1	\$ 0.05	\$ 0.04	\$0.05 per constituent per system/database. Enter # of constituents for the agency.	\$ 0.01
County Recording	ROIP1	\$ 75,000.00	\$ 60,000.00	Population of 100,000 or Less	\$ 13,500.00

Product / Module Name		Part Number	List Price		Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
Local Government Licensing Bundle		ROIPI2	\$ 150,000.00		\$ 120,000.00		Population of 100,000 - 300,000	\$ 27,000.00
		ROIPI3	\$ 300,000.00		\$ 240,000.00		Population of 300,000+	\$ 54,000.00
		GV-B-MU1	\$ 14,745.00		\$ 11,796.00		See description for bundle details.	\$ 2,654.10
Local Government Concurrent Client		GV-B-MU1-CTIPC1	\$ 850.00		\$ 680.00		Each, for qty 1-5	\$ 153.00
		GV-B-MU1-CTIPC2	\$ 750.00		\$ 600.00		Each, for qty 6-20	\$ 135.00
		GV-B-MU1-CTIPC3	\$ 650.00		\$ 520.00		Each, for qty 21-50	\$ 117.00
		GV-B-MU1-WLIPC1	\$ 1,200.00		\$ 960.00		Each, for qty 1-5	\$ 216.00
Local Government Workflow Concurrent Client SL		GV-B-MU1-WLIPC2	\$ 1,100.00		\$ 880.00		Each, for qty 6-20	\$ 198.00
		GV-B-MU1-WLIPC3	\$ 1,000.00		\$ 800.00		Each, for qty 21-50	\$ 180.00
HEALTHCARE								
Medical Records Management Solution		MRIP11	\$ 25,000.00		\$ 20,000.00			\$ 4,500.00
		MGIP11	\$ 20,000.00		\$ 16,000.00			\$ 3,600.00
Medical Records Transcription Interface		MOIP11	\$ 10,000.00		\$ 8,000.00			\$ 1,800.00
		MRIPC1	\$ 3,000.00		\$ 2,400.00			\$ 540.00
Medical Records Physical Chart Tracking		PCIP11	\$ 20,000.00		\$ 16,000.00			\$ 3,600.00
		INIP11	\$ 20,000.00		\$ 16,000.00			\$ 3,600.00
Medical Records Release of Information for GE Centricity EMR		REIP11	\$ 500.00		\$ 400.00		Per Physician	\$ 90.00
		RSIP11	\$ 20,000.00		\$ 16,000.00			\$ 3,600.00
EDI 810 Processor		P1IPW1	\$ 10,000.00		\$ 8,000.00			\$ 1,800.00
		P5IPW1	\$ 10,000.00		\$ 8,000.00			\$ 1,800.00
EDI 835 EOB Processor (HIPAA 5010)		P5IPW1-5010	\$ 10,000.00		\$ 8,000.00			\$ 1,800.00
		P5IPW2-5010	\$ 5,000.00		\$ 4,000.00		Community Based Pricing	\$ 900.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
EDI 837 Processor	P7IPW1	\$ 10,000.00	\$ 8,000.00		\$ 1,800.00
EDI 837 Processor (HIPAA 5010)	P7IPW1-5010	\$ 10,000.00	\$ 8,000.00		\$ 1,800.00
HL7 Module	P7IPW2-5010	\$ 5,000.00	\$ 4,000.00	Community Based Pricing	\$ 900.00
	HLIPW1	\$ 25,000.00	\$ 20,000.00	Includes 2 Workflow Named User Client SL Licenses and Advanced HL7 functionality.	\$ 4,500.00
	HLIPW2	\$ 15,000.00	\$ 12,000.00	Community Based Pricing	\$ 2,700.00
Document Imaging for PACS	PAIPW1	\$ 1,500.00	\$ 1,200.00	Per workstation.	\$ 270.00
Integration for Epic (Single Integration)	EMIP11	\$ 50,000.00	\$ 40,000.00	For a single integration to an Epic product.	\$ 9,000.00
Integration for Epic (Enterprise)	EMIP12	\$ 75,000.00	\$ 60,000.00	For enterprise Epic integration.	\$ 13,500.00
Signature Deficiencies for Epic	MCIP11	\$ 20,000.00	\$ 16,000.00		\$ 3,600.00
Signature Deficiencies for EMR's	DEIP11	\$ 20,000.00	\$ 16,000.00		\$ 3,600.00
Integration for GE Centricity	GEIP11	\$ 25,000.00	\$ 20,000.00		\$ 4,500.00
Integration for Cerner Millennium	CNIP11	\$ 25,000.00	\$ 20,000.00		\$ 4,500.00
Integration for Eclipsys	EYIP11	\$ 25,000.00	\$ 20,000.00		\$ 4,500.00
EKG Integration for GE Muse	KGIP11	\$ 15,000.00	\$ 12,000.00		\$ 2,700.00
Integration for Sentillion Vergence	SVIP11	\$ 20,000.00	\$ 16,000.00		\$ 3,600.00
Integration for OPUS (CSC Common Web Desktop)	WDIP11	\$ 5,000.00	\$ 4,000.00		\$ 900.00
Integration for Efficia EMR	EFIP11	\$ 10,000.00	\$ 8,000.00		\$ 1,800.00
DICOM Integration for GE	DGIP11	\$ 15,000.00	\$ 12,000.00		\$ 2,700.00
DICOM Integration for TeraMedica	TMIP11	\$ 15,000.00	\$ 12,000.00		\$ 2,700.00
Multi-user Server for GE Centricity (Clinical)	GMIP11	\$ 5,500.00	\$ 4,400.00		\$ 990.00
Clinical Concurrent Client for GE Centricity	GCIPC1	\$ 800.00	\$ 640.00	Each	\$ 144.00
Document Imaging for GE Centricity (Unlimited) (Clinical)	GUIPW1	\$ 3,300.00	\$ 2,640.00	Each	\$ 594.00
Clinical Indexing Workstation Client for GE Centricity	GIIPW1	\$ 1,000.00	\$ 800.00	Each	\$ 180.00
Disconnected Scanning for GE Centricity (Clinical)	GSIPW1	\$ 500.00	\$ 400.00	Each	\$ 90.00

Product / Module Name		Part Number	List Price		Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
RAC Administration for Hospitals		HS-AUIP1	\$ 30,000.00		\$ 24,000.00		1-5 Hospitals	\$ 5,400.00
		HS-AUIP2	\$ 50,000.00		\$ 40,000.00		6-10 Hospitals	\$ 9,000.00
		HS-AUIP3	\$ 75,000.00		\$ 60,000.00		11-20 Hospitals	\$ 13,500.00
		HS-AUIP4	\$ 3,000.00		\$ 2,400.00		20+ Hospitals, Per Hospital	\$ 540.00
RAC Administration for Hospitals - Subscription		HS-AUIS1	\$ 1,400.00		\$ 1,120.00		Per Month, 1-5 Hospitals	\$ 252.00
		HS-AUIS2	\$ 2,400.00		\$ 1,920.00		Per Month, 6-10 Hospitals	\$ 432.00
		HS-AUIS3	\$ 3,600.00		\$ 2,880.00		Per Month, 11-20 Hospitals	\$ 648.00
		HS-AUIS4	\$ 300.00		\$ 240.00		Per Month, Per Hospital, 20+ Hospitals	\$ 54.00
RAC Administration for Critical Access Hospitals		CA-AUIP1	\$ 5,000.00		\$ 4,000.00		Critical Access Hospitals Operating <50 Beds.	\$ 900.00
RAC Administration for Critical Access Hospitals - Subscription		CA-AUIS1	\$ 236.00		\$ 188.80		Per Month, Critical Access Hospitals Operating < 50 Beds.	\$ 42.48
RAC Administration for Stand Alone Outpatient Facilities		SA-AUIP1	\$ 5,000.00		\$ 4,000.00			\$ 900.00
RAC Administration for Stand Alone Outpatient Facilities - Subscription		SA-AUIS1	\$ 236.00		\$ 188.80		Per Month	\$ 42.48
HIGHER EDUCATION								
Transcript Reader		TRIP1	\$ 10.00		\$ 8.00		Per Transcript 1-10,000 Transcripts	\$ 1.80
		TRIP2	\$ 8.00		\$ 6.40		Per Transcript 10,001-30,000	\$ 1.44
		TRIP3	\$ 6.00		\$ 4.80		Per Transcript 30,001+	\$ 1.08
Integration for Oracle PeopleSoft Enterprise (Higher Education)		HPIP1	\$ 15,000.00		\$ 12,000.00			\$ 2,700.00
INSURANCE								
Insurance Agent Web Access		IGIP1	\$ 0.00		\$ 0.00		Contact Hyland for quote. Enter rate to the left.	\$ 0.00
Integration for ACORD		ACIP1	\$ 15,000.00		\$ 12,000.00			\$ 2,700.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
MAINTENANCE					
OnBase Annual Maintenance					
Annual Maintenance			\$ 0.00	18% of the current list price for each licensed module	\$ 0.00
OnBase Extended Support					
Extended Support Fee	EXSUP1		\$ 0.00	15% of the annual maintenance fee	\$ 0.00
OnBase Private Build					
Private Build Fee	PRBRM1	\$ 10,000.00	\$ 8,000.00		\$ 1,800.00
Private Build Change Fee	PRBRD1	\$ 3,000.00	\$ 2,400.00	Per Defect	\$ 540.00
SERVICES					
Hyland Software Services					
Installation	INSTL1	\$ 187.50	\$ 150.00	Per hour, plus T&E	\$ 33.75
Consulting	WFCNS1	\$ 212.50	\$ 170.00	Per hour, plus T&E	\$ 38.25
Database Services	DBSRV1	\$ 212.50	\$ 170.00	Per hour, plus T&E	\$ 38.25
Database Services	DBSRV2	\$ 212.50	\$ 170.00	Per hour, plus T&E	\$ 38.25
Custom Reporting	DBSRV1	\$ 212.50	\$ 170.00	Per hour, plus T&E	\$ 38.25
Business Continuity Planning	DBSRV1	\$ 212.50	\$ 170.00	Per hour, plus T&E	\$ 38.25
Database Platform Migration Services	DBSRV1	\$ 212.50	\$ 170.00	Per hour, plus T&E	\$ 38.25
Database Performance Assessment	DBPAS1	\$ 5,000.00	\$ 4,000.00		\$ 900.00
	DBPAS2	\$ 7,500.00	\$ 6,000.00		\$ 1,350.00
Software Development	SFTWR1	\$ 0.00	\$ 0.00	Contact Hyland for quote. Enter rate to the left.	\$ 0.00
Consulting (CSG)	CUSOL1	\$ 212.50	\$ 170.00	Per hour, plus T&E	\$ 38.25
Upgrade Services	UPGRD1	\$ 187.50	\$ 150.00	Per hour, plus T&E for On Site Services	\$ 33.75
Upgrade Services	UPGRD2	\$ 0.00	\$ 0.00	Per day, plus T&E	\$ 0.00
Enterprise Information Assessment Services (EIA)	EIASV1	\$ 0.00	\$ 0.00	As Negotiated	\$ 0.00
Daily Project Management Services	PMSSUP	\$ 200.00	\$ 160.00	Per hour, plus T&E	\$ 36.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
ONBASE EDUCATION SERVICES FOR CUSTOMERS						
System Administration		TRSYS1	\$ 2,500.00	\$ 2,000.00	Per person at Hyland.	\$ 450.00
		TRSYS2	\$ 15,000.00	\$ 12,000.00	On-site, plus T&E.	\$ 2,700.00
Advanced System Administration		TRSYS3	\$ 2,500.00	\$ 2,000.00	Per person at Hyland.	\$ 450.00
		TRSYS4	\$ 15,000.00	\$ 12,000.00	On-site, plus T&E.	\$ 2,700.00
Workflow Administration		TRWFE1	\$ 2,500.00	\$ 2,000.00	Per person at Hyland.	\$ 450.00
		WRWFE3	\$ 15,000.00	\$ 12,000.00	On-site, plus T&E.	\$ 2,700.00
Workflow Design		TRWFE2	\$ 2,500.00	\$ 2,000.00	Per person at Hyland.	\$ 450.00
		WRWFE4	\$ 15,000.00	\$ 12,000.00	On-site, plus T&E.	\$ 2,700.00
OnBase End User Training		TREND1	\$ 3,000.00	\$ 2,400.00	On-site, per day, plus T&E.	\$ 540.00
Web Server / Application Enabler Administration		TRCSA1	\$ 2,500.00	\$ 2,000.00	Per person at Hyland.	\$ 450.00
		TRCSA2	\$ 15,000.00	\$ 12,000.00	On-site, plus T&E.	\$ 2,700.00
Web Server Online		WSTWA2	\$ 1,000.00	\$ 800.00	Per attendee	\$ 180.00
Application Enabler - Online		AETWA2	\$ 1,000.00	\$ 800.00	Per attendee	\$ 180.00
WorkView Implementation		TRWV12	\$ 2,500.00	\$ 2,000.00	Per person at Hyland.	\$ 450.00
Partner Hosted Customer Training Course		PHTO11	\$ 22,332.51	17,866.01		\$ 4,019.85
OnBase System Administrator Recertification - Online		TRUAW1	\$ 250.00	\$ 200.00	Per attendee	\$ 45.00
OnBase Workflow Administrator Recertification - Online		WATWC1	\$ 2,500.00	\$ 2,000.00	Per attendee	\$ 450.00
Custom Customer Training		TRCCC1	\$ 3,000.00	\$ 2,400.00	Per day, plus T&E.	\$ 540.00
TechQuest		TQTCE1	\$ 2,500.00	\$ 2,000.00	Per person at Hyland.	\$ 450.00
Premium Education Subscription		PETWS1	\$ 5,000.00	\$ 4,000.00	Per Institution. 12 Month Subscription	\$ 900.00
Basic Electronic Forms - Online		EFTW11	\$ 500.00	\$ 400.00	Per Person.	\$ 90.00
TRAVEL AND EXPENSES						
Estimated Travel and Expenses			\$ 0.00	\$ 0.00	Enter value of estimated travel & expenses to the left.	\$ 0.00

Product / Module Name		Part Number	List Price		Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
HOSTED DISASTER RECOVERY SERVICES								
OnBase Database Validation Services			RMMADA	\$ 2,900.00	\$ 2,320.00	Per year. Monthly validation.	\$ 522.00	
			RQMADA	\$ 1,900.00	\$ 1,520.00	Per year. Quarterly validation.	\$ 342.00	
			ROMADA	\$ 60.00	\$ 48.00	Per 20 GB per validation.	\$ 10.80	
			3YMADC	\$ 60.00	\$ 48.00	Per volume; CD. Requires Database Backup Contract.	\$ 10.80	
			3YMADD	\$ 75.00	\$ 60.00	Per volume; DVD. Requires Database Backup Contract.	\$ 13.50	
OnBase Disk Group Validation Media			OMYADT	\$ 5.00	\$ 4.00	Per GB; Tape. Entire disk group validation on each service interval.	\$ 0.90	
			OYMADE	\$ 1.00	\$ 0.80	Per GB; External Disk Drive. Entire disk group validation on each service interval.	\$ 0.18	
			BLSSH1	\$ 60.00	\$ 48.00	Per volume; CD; Requires Database Backup Contract.	\$ 10.80	
			BLSSH2	\$ 75.00	\$ 60.00	Per volume; DVD; Requires Database Backup Contract.	\$ 13.50	
			BLSSH3	\$ 5.00	\$ 4.00	Per GB; Tape; Disk Group Tape backup validation. Entire Disk Group growth is validated with each service interval.	\$ 0.90	
Data Encryption			BLSSH4	\$ 1.00	\$ 0.80	Per GB; External Disk Drive: Disk Group growth is validated each service interval.	\$ 0.18	
			DESSH1	\$ 200.00	\$ 160.00	per Month. 1 to 500 GB	\$ 36.00	
			DESSH2	\$ 350.00	\$ 280.00	per Month. 501 to 1,000 GB	\$ 63.00	
			DESSH3	\$ 600.00	\$ 480.00	per Month. 1,001 to 2,000 GB	\$ 108.00	
			DESSH4	\$ 1,000.00	\$ 800.00	per Month. 2,001 to 4,000 GB	\$ 180.00	
OnBase Hosted Disaster Recovery Site - Emergency User Access			DESSH5	\$ 0.00	\$ 0.00	Contractually Negotiated. 4,001+ GB	\$ 0.00	
			EMHADQ	\$ 300.00	\$ 240.00	Per day pre-paid	\$ 54.00	
			EMHADR	\$ 500.00	\$ 400.00	Per day usage if not pre-paid	\$ 90.00	

Product / Module Name Part Number		List Price		Sonoma Discounted 20% Price		Detail		Annual Maintenance 18%
OnBase Emergency Onsite Recovery Services	ERMADA			\$ 3,000.00	\$ 2,400.00	Per year		\$ 540.00
	ERMADB			\$ 2,000.00	\$ 1,600.00	Per day		\$ 360.00
OnBase Hosted Disaster Recovery Site Service	DSSSH1			\$ 400.00	\$ 320.00	per Month. 1 to 500 GB		\$ 72.00
	DSSSH2			\$ 700.00	\$ 560.00	per Month. 501 to 1,000 GB		\$ 126.00
	DSSSH3			\$ 1,200.00	\$ 960.00	per Month. 1,001 to 2,000 GB		\$ 216.00
	DSSSH4			\$ 2,000.00	\$ 1,600.00	per Month. 2,001 to 4,000 GB		\$ 360.00
	DSSSH5			\$ 0.00	\$ 0.00	Contractually Negotiated. 4,001+ GB		\$ 0.00
OnBase Hosted Disaster Recovery Site Service - Backup Media Request						Up to 1 TB (1,000 GB); \$3,000.00 Over 1 TB (additional): \$1,000.00 Solution Provider Discounts do not apply.		
	OB01SVCS			\$ 2,000.00	\$ 1,600.00			\$ 360.00

EXHIBIT H**KOFAX CAPTURE PRICE LIST**

***Modules that part numbers begin with "EE#" are enterprise modules**

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA1	AE#0100-0008.0	KC V8.0 English	\$ -	\$ -	\$ -
KA2	AE#0100-0108.0	KC V8.0 German	\$ -	\$ -	\$ -
KA3	AE#0100-0208.0	KC V8.0 Spanish	\$ -	\$ -	\$ -
KA4	AE#0100-0508.0	KC V8.0 Portuguese	\$ -	\$ -	\$ -
KA5	AE#T024-001U	1 concurrent station	\$ 2,205.00	\$ 1,764.00	\$ 396.90
KA6	AE#T024-005U	5 concurrent station	\$ 10,660.00	\$ 8,528.00	\$ 1,918.80
KA7	AE#T024-010U	10 concurrent station	\$ 21,320.00	\$ 17,056.00	\$ 3,837.60
KA8	AE#T024-020U	20 concurrent station	\$ 42,120.00	\$ 33,696.00	\$ 7,581.60
KA9	AE#T024-050U	50 concurrent station	\$ 105,000.00	\$ 84,000.00	\$ 18,900.00
KA10	AE#T024-100U	100 concurrent station	\$ 200,000.00	\$ 160,000.00	\$ 36,000.00
KA11	AE#T024-500U	500 concurrent stations	\$ 925,000.00	\$ 740,000.00	\$ 166,500.00
KA12	AE#T024-001K	1000 concurrent stations	\$ 1,775,000.00	\$ 1,420,000.00	\$ 319,500.00
	EE#T024-001U	1 concurrent station	\$2,870	\$ 2,296.00	\$ 516.60
	EE#T024-005U	5 concurrent stations	\$14,000	\$ 11,200.00	\$ 2,520.00
	EE#T024-010U	10 concurrent stations	\$27,900	\$ 22,320.00	\$ 5,022.00
	EE#T024-020U	20 concurrent stations	\$54,900	\$ 43,920.00	\$ 9,882.00
	EE#T024-050U	50 concurrent stations	\$136,500	\$ 109,200.00	\$ 24,570.00
	EE#T024-100U	100 concurrent stations	\$260,000	\$ 208,000.00	\$ 46,800.00
	EE#T024-500U	500 concurrent stations	\$1,202,500	\$ 962,000.00	\$ 216,450.00
	EE#T024-001K	1000 concurrent stations	\$2,307,500	\$ 1,846,000.00	\$ 415,350.00
KA13	AE#Y024-300K	Image vol 300K/yr	\$1,600	\$ 1,280.00	\$ 288.00
KA14	AE#Y024-600K	Image vol 600K/yr	\$2,940	\$ 2,352.00	\$ 529.20
KA15	AE#Y024-001M	Image vol 1M/yr	\$4,390	\$ 3,512.00	\$ 790.20
KA16	AE#Y024-002M	Image vol 2M/yr	\$8,240	\$ 6,592.00	\$ 1,483.20

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA17	AE#Y024-005M	Image vol 5M/yr	\$20,600	\$ 16,480.00	\$ 3,708.00
KA18	AE#Y024-010M	Image vol 10M/yr	\$37,000	\$ 29,600.00	\$ 6,660.00
KA19	AE#Y024-020M	Image vol 20M/yr	\$74,000	\$ 59,200.00	\$ 13,320.00
KA20	AE#Y024-060M	Image vol 60M/yr	\$222,000	\$ 177,600.00	\$ 39,960.00
KA21	AE#Y024-120M	Image vol 120M/yr	\$444,000	\$ 355,200.00	\$ 79,920.00
KA22	AE#VP01-002M	Image vol 2M Page Count	\$7,000	\$ 5,600.00	\$ 1,260.00
KA23	AE#VP01-010M	Image vol 10M Page Count	\$31,500	\$ 25,200.00	\$ 5,670.00
KA24	AE#VP01-002M	Image vol 2M Page Count	\$ 7,000.00	\$ 5,600.00	\$ 1,260.00
KA25	AE#VP01-010M	Image vol 10M Page Count	\$ 31,450.00	\$ 25,160.00	\$ 5,661.00
	EE#Y024-600K	Image vol 600K/yr-Ent	\$3,830	\$ 3,064.00	\$ 689.40
	EE#Y024-001M	Image vol 1M/yr-Ent	\$5,710	\$ 4,568.00	\$ 1,027.80
	EE#Y024-002M	Image vol 2M/yr-Ent	\$10,800	\$ 8,640.00	\$ 1,944.00
	EE#Y024-005M	Image vol 5M/yr-Ent	\$26,800	\$ 21,440.00	\$ 4,824.00
	EE#Y024-010M	Image vol 10M/yr-Ent	\$48,100	\$ 38,480.00	\$ 8,658.00
	EE#Y024-020M	Image vol 20M/yr-Ent	\$96,200	\$ 76,960.00	\$ 17,316.00
	EE#Y024-060M	Image vol 60M/yr-Ent	\$288,600	\$ 230,880.00	\$ 51,948.00
	EE#Y024-120M	Image vol 120M/yr-Ent	\$577,200	\$ 461,760.00	\$ 103,896.00
	EE#VP01-002M	Image vol 2M PageCt-Ent	\$9,100	\$ 7,280.00	\$ 1,638.00
	EE#VP01-010M	Image vol 10M Page Ct-Ent	\$41,000	\$ 32,800.00	\$ 7,380.00
KA26	AE#Y099-060K	Stand-alone 60K/yr	\$995	\$ 796.00	\$ 179.10
KA27	AE#Y024U060K-300K	Upg 60K-300K	\$3,240	\$ 2,592.00	\$ 583.20
KA28	AE#Y024U150K-300K	Upg 150K-300K	\$1,750	\$ 1,400.00	\$ 315.00
KA29	EV#0101-0000	Kofax Capture Evaluation	\$1,000	\$ 800.00	\$ 180.00
KA30	AE#T018-0008	Enhanced Bar Code	\$2,800	\$ 2,240.00	\$ 504.00
KA31	AE#VY21-300K	Kofax Capture Advanced Reports 300K/yr	\$3,250	\$ 2,600.00	\$ 585.00
KA32	AE#VY21-600K	Kofax Capture Advanced Reports 600K/yr	\$5,970	\$ 4,776.00	\$ 1,074.60
KA33	AE#VY21-001M	Kofax Capture Advanced Reports 1M/yr	\$9,520	\$ 7,616.00	\$ 1,713.60

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA34	AE#VY21-002M	Kofax Capture Advanced Reports 2M/yr	\$14,200	\$ 11,360.00	\$ 2,556.00
KA35	AE#VY21-005M	Kofax Capture Advanced Reports 5M/yr	\$23,500	\$ 18,800.00	\$ 4,230.00
KA36	AE#VY21-010M	Kofax Capture Advanced Reports 10M/yr	\$28,400	\$ 22,720.00	\$ 5,112.00
KA37	AE#VY21-020M	Kofax Capture Advanced Reports 20M/yr	\$42,600	\$ 34,080.00	\$ 7,668.00
KA38	AE#VY21-060M	Kofax Capture Advanced Reports 60M/yr	\$85,200	\$ 68,160.00	\$ 15,336.00
KA39	AE#VY21-120M	Kofax Capture Advanced Reports 120M/yr	\$153,400	\$ 122,720.00	\$ 27,612.00
KA40	AE#T003-0207	Kofax Capture Import Connector-Folder	\$10,700	\$ 8,560.00	\$ 1,926.00
KA41	AE#T003-0214	Kofax Capture VRS Server Add-on	\$28,400	\$ 22,720.00	\$ 5,112.00
KA42	AE#T601-0000	Kofax Capture Import Connector for 1 Fax Server Connection	\$7,500	\$ 6,000.00	\$ 1,350.00
KA43	AE#T602-0000	Kofax Capture Import Connector for 2 Fax Server Connections	\$13,500	\$ 10,800.00	\$ 2,430.00
KA44	AE#T603-0000	Kofax Capture Import Connector for 3 Fax Server Connections	\$18,500	\$ 14,800.00	\$ 3,330.00
KA45	AE#T604-0000	Kofax Capture Import Connector for 4 Fax Server Connections	\$23,000	\$ 18,400.00	\$ 4,140.00
KA46	AE#T606-0000	Kofax Capture Import Connector for 6 Fax Server Connections	\$31,000	\$ 24,800.00	\$ 5,580.00
KA47	AE#T608-0000	Kofax Capture Import Connector for 8 Fax Server Connections	\$38,000	\$ 30,400.00	\$ 6,840.00
KA48	AE#T078-0000	VRS Professional Desktop - USB/Firewire/SCSI	\$650	\$ 520.00	\$ 117.00
KA49	AE#T026-0000	VRS Professional Workgroup - USB/Firewire/SCSI	\$1,450	\$ 1,160.00	\$ 261.00
KA50	AE#T027-0000	VRS Professional Production - USB/Firewire/SCSI	\$2,450	\$ 1,960.00	\$ 441.00
KA51	AE#VY10-060K	PDF I +T 060K/yr	\$580	\$ 464.00	\$ 104.40
KA52	AE#VY10-300K	PDF I +T 300K/yr	\$1,900	\$ 1,520.00	\$ 342.00
KA53	AE#VY10-600K	PDF I+T 600K/yr	\$2,430	\$ 1,944.00	\$ 437.40
KA54	AE#VY10-001M	PDF I+T 1M/Yr	\$3,100	\$ 2,480.00	\$ 558.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA55	AE#VY10-002M	PDF I+T 2M/Yr	\$5,200	\$ 4,160.00	\$ 936.00
KA56	AE#VY10-005M	PDF I+T 5M/Yr	\$11,000	\$ 8,800.00	\$ 1,980.00
KA57	AE#VY10-010M	PDF I+T 10M/Yr	\$18,000	\$ 14,400.00	\$ 3,240.00
KA58	AE#VY10-020M	PDF I+T 20M/Yr	\$26,500	\$ 21,200.00	\$ 4,770.00
KA59	AE#VY10-060M	PDF I+T 60M/Yr	\$48,000	\$ 38,400.00	\$ 8,640.00
KA60	AE#VY10-120M	PDF I+T 120M/Yr	\$61,700	\$ 49,360.00	\$ 11,106.00
KA61	AE#VP10-001M	PDF I+T 1M/Pg Count	\$2,750	\$ 2,200.00	\$ 495.00
KA62	AE#VP10-002M	PDF I+T 2M/Pg Count	\$5,500	\$ 4,400.00	\$ 990.00
KA63	AE#VP10-010M	PDF I+T 10M/Pg Count	\$27,500	\$ 22,000.00	\$ 4,950.00
KA64	AE#Y505-060K	PDF Compression Vol 60K/Yr	\$1,100	\$ 880.00	\$ 198.00
KA65	AE#Y505-300K	PDF Compression Vol 300K/Yr	\$2,500	\$ 2,000.00	\$ 450.00
KA66	AE#Y505-600K	PDF Compression Vol 600K/Yr	\$3,700	\$ 2,960.00	\$ 666.00
KA67	AE#Y505-001M	PDF Compression Vol 1M/Yr	\$4,700	\$ 3,760.00	\$ 846.00
KA68	AE#Y505-002M	PDF Compression Vol 2M/Yr	\$7,900	\$ 6,320.00	\$ 1,422.00
KA69	AE#Y505-005M	PDF Compression Vol 5M/Yr	\$10,000	\$ 8,000.00	\$ 1,800.00
KA70	AE#Y505-010M	PDF Compression Vol 10M/Yr	\$11,600	\$ 9,280.00	\$ 2,088.00
KA71	AE#Y505-020M	PDF Compression Vol 20M/Yr	\$14,700	\$ 11,760.00	\$ 2,646.00
KA72	AE#Y505-060M	PDF Compression Vol 60M/Yr	\$18,700	\$ 14,960.00	\$ 3,366.00
KA73	AE#Y505-120M	PDF Compression Vol 120M/Yr	\$20,700	\$ 16,560.00	\$ 3,726.00
KA74	AE#P505-001M	PDF Compression Vol 1M Pg Cnt	\$4,200	\$ 3,360.00	\$ 756.00
KA75	AE#P505-002M	PDF Compression Vol 2M Pg Cnt	\$8,400	\$ 6,720.00	\$ 1,512.00
KA76	AE#P505-010M	PDF Compression Vol 10M Pg Cnt	\$42,000	\$ 33,600.00	\$ 7,560.00
KA77	MC-1800-0100	Upg assur 1 yr	Calculate 20% of list price		
KA78	EE#T024-001U	1 concurrent station - Ent	\$2,880	\$ 2,304.00	\$ 518.40
KA79	EE#T024-005U	5 concurrent stations - Ent	\$14,000	\$ 11,200.00	\$ 2,520.00
KA80	EE#T024-010U	10 concurrent stations - Ent	\$27,900	\$ 22,320.00	\$ 5,022.00
KA81	EE#T024-020U	20 concurrent stations - Ent	\$54,900	\$ 43,920.00	\$ 9,882.00
KA82	EE#T024-050U	50 concurrent stations - Ent	\$136,500	\$ 109,200.00	\$ 24,570.00
KA83	EE#T024-100U	100 concurrent stations - Ent	\$260,000	\$ 208,000.00	\$ 46,800.00
KA84	EE#T024-500U	500 concurrent stations - Ent	\$1,202,500	\$ 962,000.00	\$ 216,450.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA85	EE#T024-001K	1000 concurrent stations - Ent	\$2,307,500	\$ 1,846,000.00	\$ 415,350.00
KA86	EE#Y024-600K	Image vol 600K/yr-Ent	\$3,830	\$ 3,064.00	\$ 689.40
KA87	EE#Y024-001M	Image vol 1M/yr-Ent	\$5,710	\$ 4,568.00	\$ 1,027.80
KA88	EE#Y024-002M	Image vol 2M/yr-Ent	\$10,800	\$ 8,640.00	\$ 1,944.00
KA89	EE#Y024-005M	Image vol 5M/yr-Ent	\$26,800	\$ 21,440.00	\$ 4,824.00
KA90	EE#Y024-010M	Image vol 10M/yr-Ent	\$48,100	\$ 38,480.00	\$ 8,658.00
KA91	EE#Y024-020M	Image vol 20M/yr-Ent	\$96,200	\$ 76,960.00	\$ 17,316.00
KA92	EE#Y024-060M	Image vol 60M/yr-Ent	\$288,600	\$ 230,880.00	\$ 51,948.00
KA93	EE#Y024-120M	Image vol 120M/yr-Ent	\$577,200	\$ 461,760.00	\$ 103,896.00
KA94	EE#VP01-002M	Image vol 2M PageCt-Ent	\$9,100	\$ 7,280.00	\$ 1,638.00
KA95	EE#VP01-010M	Image vol 10M Page Ct-Ent	\$41,000	\$ 32,800.00	\$ 7,380.00
KA96	AE#Y522-030K	KTM 5 Field Extraction Base License 30K Per Year	\$3,490	\$ 2,792.00	\$ 628.20
KA97	AE#Y522-060K	KTM 5 Field Extraction Base License 60K Per Year	\$5,480	\$ 4,384.00	\$ 986.40
KA98	AE#Y522-120K	KTM 5 Field Extraction Base License 120K Per Year	\$8,590	\$ 6,872.00	\$ 1,546.20
KA99	AE#Y522-300K	KTM 5 Field Extraction Base License 300K Per Year	\$15,600	\$ 12,480.00	\$ 2,808.00
KA100	AE#Y522-600K	KTM 5 Field Extraction Base License 600K Per Year	\$27,900	\$ 22,320.00	\$ 5,022.00
KA101	AE#Y522-001M	KTM 5 Field Extraction Base License 1M Per Year	\$41,800	\$ 33,440.00	\$ 7,524.00
KA102	AE#Y522-002M	KTM 5 Field Extraction Base License 2M Per Year	\$78,700	\$ 62,960.00	\$ 14,166.00
KA103	AE#Y522-005M	KTM 5 Field Extraction Base License 5M Per Year	\$161,900	\$ 129,520.00	\$ 29,142.00
KA104	AE#Y522-010M	KTM 5 Field Extraction Base License 10M Per Year	\$277,000	\$ 221,600.00	\$ 49,860.00
KA105	AE#Y522-020M	KTM 5 Field Extraction Base License 20M Per Year	\$434,700	\$ 347,760.00	\$ 78,246.00
KA106	AE#Y522-060M	KTM 5 Field Extraction Base License 60M Per Year	\$887,700	\$ 710,160.00	\$ 159,786.00
KA107	AE#Y522-120M	KTM 5 Field Extraction Base License 120M Per Year	\$1,392,900	\$ 1,114,320.00	\$ 250,722.00
KA108	AE#P522-001M	KTM 5 Field Extraction Base	\$30,500	\$ 24,400.00	\$ 5,490.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
		License1M Page Count			
KA109	AE#P522-002M	KTM 5 Field Extraction Base License 2M Page Count	\$51,100	\$ 40,880.00	\$ 9,198.00
KA110	AE#P522-010M	KTM 5 Field Extraction Base License10M Page Count	\$158,900	\$ 127,120.00	\$ 28,602.00
KA111	AE#Y523-030K	KTM Unlimited Field Extraction Base License 30K Per Year	\$8,000	\$ 6,400.00	\$ 1,440.00
KA112	AE#Y523-060K	KTM Unlimited Field Extraction Base License 60K Per Year	\$12,600	\$ 10,080.00	\$ 2,268.00
KA113	AE#Y523-120K	KTM Unlimited Field Extraction Base License 120K Per Year	\$19,700	\$ 15,760.00	\$ 3,546.00
KA114	AE#Y523-300K	KTM Unlimited Field Extraction Base License 300K Per Year	\$35,800	\$ 28,640.00	\$ 6,444.00
KA115	AE#Y523-600K	KTM Unlimited Field Extraction Base License 600K Per Year	\$64,000	\$ 51,200.00	\$ 11,520.00
KA116	AE#Y523-001M	KTM Unlimited Field Extraction Base License 1M Per Year	\$95,800	\$ 76,640.00	\$ 17,244.00
KA117	AE#Y523-002M	KTM Unlimited Field Extraction Base License 2M Per Year	\$180,400	\$ 144,320.00	\$ 32,472.00
KA118	AE#Y523-005M	KTM Unlimited Field Extraction Base License 5M Per Year	\$371,300	\$ 297,040.00	\$ 66,834.00
KA119	AE#Y523-010M	KTM Unlimited Field Extraction Base License 10M Per Year	\$635,300	\$ 508,240.00	\$ 114,354.00
KA120	AE#Y523-020M	KTM Unlimited Field Extraction Base License 20M Per Year	\$996,800	\$ 797,440.00	\$ 179,424.00
KA121	AE#Y523-060M	KTM Unlimited Field Extraction Base License 60M Per Year	\$2,035,800	\$ 1,628,640.00	\$ 366,444.00
KA122	AE#Y523-120M	KTM Unlimited Field Extraction Base License 120M Per Year	\$3,194,400	\$ 2,555,520.00	\$ 574,992.00
KA123	AE#P523-001M	KTM Unlimited Field Extraction Base License 1M Page Count	\$70,000	\$ 56,000.00	\$ 12,600.00
KA124	AE#P523-002M	KTM Unlimited Field Extraction Base License 2M Page Count	\$117,100	\$ 93,680.00	\$ 21,078.00
KA125	AE#P523-010M	KTM Unlimited Field Extraction Base License 10M Page Count	\$364,400	\$ 291,520.00	\$ 65,592.00
KA126	AE#Y533-030K	KTM Invoice Add-on Pack 30K Per Year	\$2,800	\$ 2,240.00	\$ 504.00
KA127	AE#Y533-060K	KTM Invoice Add-on Pack 60K Per Year	\$4,410	\$ 3,528.00	\$ 793.80

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA128	AE#Y533-120K	KTM Invoice Add-on Pack 120K Per Year	\$6,900	\$ 5,520.00	\$ 1,242.00
KA129	AE#Y533-300K	KTM Invoice Add-on Pack 300K Per Year	\$12,600	\$ 10,080.00	\$ 2,268.00
KA130	AE#Y533-600K	KTM Invoice Add-on Pack 600K Per Year	\$22,400	\$ 17,920.00	\$ 4,032.00
KA131	AE#Y533-001M	KTM Invoice Add-on Pack 1M Per Year	\$33,600	\$ 26,880.00	\$ 6,048.00
KA132	AE#Y533-002M	KTM Invoice Add-on Pack 2M Per Year	\$63,200	\$ 50,560.00	\$ 11,376.00
KA133	AE#Y533-005M	KTM Invoice Add-on Pack 5M Per Year	\$130,000	\$ 104,000.00	\$ 23,400.00
KA134	AE#Y533-010M	KTM Invoice Add-on Pack 10M Per Year	\$222,400	\$ 177,920.00	\$ 40,032.00
KA135	AE#Y533-020M	KTM Invoice Add-on Pack 20M Per Year	\$348,900	\$ 279,120.00	\$ 62,802.00
KA136	AE#Y533-060M	KTM Invoice Add-on Pack 60M Per Year	\$712,600	\$ 570,080.00	\$ 128,268.00
KA137	AE#Y533-120M	KTM Invoice Add-on Pack 120M Per Year	\$1,118,100	\$ 894,480.00	\$ 201,258.00
KA138	AE#P533-001M	KTM Invoice Add-on Pack 1M Page Count	\$24,500	\$ 19,600.00	\$ 4,410.00
KA139	AE#P533-002M	KTM Invoice Add-on Pack 2M Page Count	\$41,000	\$ 32,800.00	\$ 7,380.00
KA140	AE#P533-010M	KTM Invoice Add-on Pack 10M Page Count	\$127,600	\$ 102,080.00	\$ 22,968.00
KA141	AE#VY86-030K	KTM Table Extraction 30K Per Year	\$1,860	\$ 1,488.00	\$ 334.80
KA142	AE#VY86-060K	KTM Table Extraction 60K Per Year	\$2,920	\$ 2,336.00	\$ 525.60
KA143	AE#VY86-120K	KTM Table Extraction 120K Per Year	\$4,580	\$ 3,664.00	\$ 824.40
KA144	AE#VY86-300K	KTM Table Extraction 300K Per Year	\$8,310	\$ 6,648.00	\$ 1,495.80
KA145	AE#VY86-600K	KTM Table Extraction 600K Per Year	\$14,900	\$ 11,920.00	\$ 2,682.00
KA146	AE#VY86-001M	KTM Table Extraction 1M Per Year	\$22,300	\$ 17,840.00	\$ 4,014.00
KA147	AE#VY86-002M	KTM Table Extraction 2M Per Year	\$42,000	\$ 33,600.00	\$ 7,560.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
		Year			
KA148	AE#VY86-005M	KTM Table Extraction 5M Per Year	\$86,400	\$ 69,120.00	\$ 15,552.00
KA149	AE#VY86-010M	KTM Table Extraction 10M Per Year	\$147,800	\$ 118,240.00	\$ 26,604.00
KA150	AE#VY86-020M	KTM Table Extraction 20M Per Year	\$231,900	\$ 185,520.00	\$ 41,742.00
KA151	AE#VY86-060M	KTM Table Extraction 60M Per Year	\$473,500	\$ 378,800.00	\$ 85,230.00
KA152	AE#VY86-120M	KTM Table Extraction 120M Per Year	\$742,900	\$ 594,320.00	\$ 133,722.00
KA153	AE#VP86-001M	KTM Table Extraction 1M Page Count	\$16,300	\$ 13,040.00	\$ 2,934.00
KA154	AE#VP86-002M	KTM Table Extraction 2M Page Count	\$27,300	\$ 21,840.00	\$ 4,914.00
KA155	AE#VP86-010M	KTM Table Extraction 10M Page Count	\$84,800	\$ 67,840.00	\$ 15,264.00
KA156	AE#Y512-030K	KTM Professional Add-on 30K Per Year	\$70	\$ 56.00	\$ 12.60
KA157	AE#Y512-060K	KTM Professional Add-on 60K Per Year	\$130	\$ 104.00	\$ 23.40
KA158	AE#Y512-120K	KTM Professional Add-on 120K Per Year	\$260	\$ 208.00	\$ 46.80
KA159	AE#Y512-300K	KTM Professional Add-on 300K Per Year	\$650	\$ 520.00	\$ 117.00
KA160	AE#Y512-600K	KTM Professional Add-on 600K Per Year	\$1,290	\$ 1,032.00	\$ 232.20
KA161	AE#Y512-001M	KTM Professional Add-on 1M Per Year	\$2,150	\$ 1,720.00	\$ 387.00
KA162	AE#Y512-002M	KTM Professional Add-on 2M Per Year	\$4,300	\$ 3,440.00	\$ 774.00
KA163	AE#Y512-005M	KTM Professional Add-on 5M Per Year	\$10,800	\$ 8,640.00	\$ 1,944.00
KA164	AE#Y512-010M	KTM Professional Add-on 10M Per Year	\$21,500	\$ 17,200.00	\$ 3,870.00
KA165	AE#Y512-020M	KTM Professional Add-on 20M Per Year	\$43,000	\$ 34,400.00	\$ 7,740.00
KA166	AE#Y512-060M	KTM Professional Add-on 60M Per Year	\$128,900	\$ 103,120.00	\$ 23,202.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA167	AE#Y512-120M	KTM Professional Add-on 120M Per Year	\$257,700	\$ 206,160.00	\$ 46,386.00
KA168	AE#P512-001M	KTM Professional Add-on 1M Page Count	\$2,150	\$ 1,720.00	\$ 387.00
KA169	AE#P512-002M	KTM Professional Add-on 2M Page Count	\$4,300	\$ 3,440.00	\$ 774.00
KA170	AE#P512-010M	KTM Professional Add-on 10M Page Count	\$21,500	\$ 17,200.00	\$ 3,870.00
KA171	AE#Y514-030K	KTM Cursive Field Recognition 30K Per Year	\$1,440	\$ 1,152.00	\$ 259.20
KA172	AE#Y514-060K	KTM Cursive Field Recognition 60K Per Year	\$2,270	\$ 1,816.00	\$ 408.60
KA173	AE#Y514-120K	KTM Cursive Field Recognition 120K Per Year	\$3,550	\$ 2,840.00	\$ 639.00
KA174	AE#Y514-300K	KTM Cursive Field Recognition 300K Per Year	\$6,450	\$ 5,160.00	\$ 1,161.00
KA175	AE#Y514-600K	KTM Cursive Field Recognition 600K Per Year	\$11,600	\$ 9,280.00	\$ 2,088.00
KA176	AE#Y514-001M	KTM Cursive Field Recognition 1M Per Year	\$17,300	\$ 13,840.00	\$ 3,114.00
KA177	AE#Y514-002M	KTM Cursive Field Recognition 2M Per Year	\$32,500	\$ 26,000.00	\$ 5,850.00
KA178	AE#Y514-005M	KTM Cursive Field Recognition 5M Per Year	\$66,900	\$ 53,520.00	\$ 12,042.00
KA179	AE#Y514-010M	KTM Cursive Field Recognition 10M Per Year	\$114,400	\$ 91,520.00	\$ 20,592.00
KA180	AE#Y514-020M	KTM Cursive Field Recognition 20M Per Year	\$179,500	\$ 143,600.00	\$ 32,310.00
KA181	AE#Y514-060M	KTM Cursive Field Recognition 60M Per Year	\$366,500	\$ 293,200.00	\$ 65,970.00
KA182	AE#Y514-120M	KTM Cursive Field Recognition 120M Per Year	\$575,000	\$ 460,000.00	\$ 103,500.00
KA183	AE#P514-001M	KTM Cursive Field Recognition 1M Page Count	\$12,600	\$ 10,080.00	\$ 2,268.00
KA184	AE#P514-002M	KTM Cursive Field Recognition 2M Page Count	\$21,100	\$ 16,880.00	\$ 3,798.00
KA185	AE#P514-010M	KTM Cursive Field Recognition 10M page Count	\$65,600	\$ 52,480.00	\$ 11,808.00
KA186	AE#Y515-030K	KTM Check Recognition 30K Per	\$1,600	\$ 1,280.00	\$ 288.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
		Year			
KA187	AE#Y515-060K	KTM Check Recognition 60K Per Year	\$2,520	\$ 2,016.00	\$ 453.60
KA188	AE#Y515-120K	KTM Check Recognition 120K Per Year	\$3,940	\$ 3,152.00	\$ 709.20
KA189	AE#Y515-300K	KTM Check Recognition 300K Per Year	\$7,160	\$ 5,728.00	\$ 1,288.80
KA190	AE#Y515-600K	KTM Check Recognition 600K Per Year	\$12,800	\$ 10,240.00	\$ 2,304.00
KA191	AE#Y515-001M	KTM Check Recognition 1M Per Year	\$19,200	\$ 15,360.00	\$ 3,456.00
KA192	AE#Y515-002M	KTM Check Recognition 2M Per Year	\$36,100	\$ 28,880.00	\$ 6,498.00
KA193	AE#Y515-005M	KTM Check Recognition 5M Per Year	\$74,300	\$ 59,440.00	\$ 13,374.00
KA194	AE#Y515-010M	KTM Check Recognition 10M Per Year	\$127,100	\$ 101,680.00	\$ 22,878.00
KA195	AE#Y515-020M	KTM Check Recognition 20M Per Year	\$199,400	\$ 159,520.00	\$ 35,892.00
KA196	AE#Y515-060M	KTM Check Recognition 60M Per Year	\$407,200	\$ 325,760.00	\$ 73,296.00
KA197	AE#Y515-120M	KTM Check Recognition 120M Per Year	\$638,900	\$ 511,120.00	\$ 115,002.00
KA198	AE#P515-001M	KTM Check Recognition 1M Page Count	\$14,000	\$ 11,200.00	\$ 2,520.00
KA199	AE#P515-002M	KTM Check Recognition 2M Page Count	\$23,500	\$ 18,800.00	\$ 4,230.00
KA200	AE#P515-010M	KTM Check Recognition 10M page Count	\$72,900	\$ 58,320.00	\$ 13,122.00
KA201	AE#Y535-030K	KTM Medical Claims Add-on Pack 30k Per Year	\$2,610	\$ 2,088.00	\$ 469.80
KA202	AE#Y535-060K	KTM Medical Claims Add-on Pack 60k Per Year	\$4,090	\$ 3,272.00	\$ 736.20
KA203	AE#Y535-120K	KTM Medical Claims Add-on Pack 120k Per Year	\$6,410	\$ 5,128.00	\$ 1,153.80
KA204	AE#Y535-300K	KTM Medical Claims Add-on Pack 300k Per Year	\$12,400	\$ 9,920.00	\$ 2,232.00
KA205	AE#Y535-600K	KTM Medical Claims Add-on Pack 600k Per Year	\$20,900	\$ 16,720.00	\$ 3,762.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA206	AE#Y535-001M	KTM Medical Claims Add-on Pack 1M Per Year	\$31,200	\$ 24,960.00	\$ 5,616.00
KA207	AE#Y535-002M	KTM Medical Claims Add-on Pack 2M Per Year	\$58,800	\$ 47,040.00	\$ 10,584.00
KA208	AE#Y535-005M	KTM Medical Claims Add-on Pack 5M Per Year	\$120,900	\$ 96,720.00	\$ 21,762.00
KA209	AE#Y535-010M	KTM Medical Claims Add-on Pack 10M Per Year	\$206,900	\$ 165,520.00	\$ 37,242.00
KA210	AE#Y535-020M	KTM Medical Claims Add-on Pack 20M Per Year	\$324,600	\$ 259,680.00	\$ 58,428.00
KA211	AE#Y535-060M	KTM Medical Claims Add-on Pack 60M Per Year	\$662,800	\$ 530,240.00	\$ 119,304.00
KA212	AE#Y535-120M	KTM Medical Claims Add-on Pack 120M Per Year	\$1,040,100	\$ 832,080.00	\$ 187,218.00
KA213	AE#P535-001M	KTM Medical Claims Add-on Pack 1M Page Count	\$22,800	\$ 18,240.00	\$ 4,104.00
KA214	AE#P535-002M	KTM Medical Claims Add-on 2M Page Count	\$38,100	\$ 30,480.00	\$ 6,858.00
KA215	AE#P535-010M	KTM Medical Claims Add-on 10M Page Count	\$118,700	\$ 94,960.00	\$ 21,366.00
KA216	AE-EDIEXPORT	KTM Medical Claims Add-on 837 EDI Export Module	\$40,000	\$ 32,000.00	\$ 7,200.00

EXHIBIT I**Insurance**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- d. *Required Evidence of Coverage:*
 - i. Certificate of Insurance

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
- d. County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
- e. The insurance provided to County, et al. additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Coverage:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

(Substitute the following if the work, event or location involves marinas or the airport.)

- i. *Required Evidence of Coverage:*

- i. Copy of the additional insured endorsement or policy language granting additional insured status;
- ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
- iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Coverage shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage:
 - i. Certificate of Insurance.

4. Professional Liability Insurance

- a. Minimum Limit: \$1,000,000.
- b. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Coverage:
 - i. Certificate of Insurance.

5. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: OnBase Electronic Document Management Installation Services.
- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, Attention: Information Services Department, 2615 Paulin Drive, Santa Rosa 95403
- d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within

thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT K

HIPAA ADDENDUM

Business Associate Addendum

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

COUNTY OF SONOMA

AND

NEKO INDUSTRIES, INC.

This Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement for Professional Services ("Agreement") by and between County of Sonoma ("County") and Neko Industries, Inc. ("Business Associate").

RECITALS

WHEREAS, County is a Hybrid Entity as defined under 45 CFR Section 164.504;

WHEREAS, Neko Industries, Inc. is a Business Associate as defined under 45 CFR Section 160.103;

WHEREAS, County wishes to disclose certain information to Business Associate pursuant to the terms of the Addendum, some of which may constitute Protected Health Information ("PHI"); including electronic Protected Health Information ("ePHI");

WHEREAS, County and Business Associate intend to protect the privacy and provide for the security of PHI, including ePHI, disclosed to Business Associate pursuant to the Addendum in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations") and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule requires County to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Section 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in the Addendum.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Regulations. Protected Health Information (PHI) includes electronic Protected Health Information (ePHI).

- a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. Data Aggregation shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. Electronic Protected Health Information or ePHI means Protected Health Information that is maintained in or transmitted by electronic media.
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- h. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- i. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- j. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Use of Protected Health Information.** Except as otherwise provided in this Addendum, Business Associate, shall use and/or disclose PHI only as necessary to perform functions, activities or services, documented in Exhibits A, B, C, D, and E for or on behalf of County, as specified in this Addendum, provided that such use does not violate the HIPAA Regulations. The uses of PHI may not exceed the limitations applicable to County under the HIPAA Regulations. Business Associate shall not use PHI other than as permitted or required by this Addendum, or as required by law.

- b. **Safeguarding Protected Health Information.** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of County.
- c. **Reporting Improper Use or Disclosure.** Within twenty-four (24) hours of discovery, Business Associate shall report in writing to County any use or disclosure of PHI not provided for by this Addendum or otherwise in violation of the HIPAA Regulations.
- d. **Notification of Breach.** During the term of the Agreement, Business Associate shall notify County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- e. **Agents and Subcontractors of Business Associate.** Business Associate shall ensure that any agent, including a subcontractor, to which Business Associate provides PHI received from, created, maintained or received by Business Associate on behalf of County, shall comply with the same restrictions and conditions that apply through this Addendum to Business Associate with respect to PHI.
- f. **Access to Protected Health Information.** At the request of County, and in the time and manner designated by County, Business Associate shall provide access to PHI in Designated Record Set to an Individual or County to meet the requirements of 45 CFR Section 164.524. If Business Associate maintains an Electronic health Record, Business Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- g. **Amendments to Designated Record Set.** Business Associate shall make any amendment(s) to PHI in a Designated Record Set that County directs or at the request of the Individual, and in the time and manner designated by County in accordance with 45 CFR Section 164.526.
- h. **Documentation of Uses and Disclosures:** Business Associate shall document disclosures of PHI and information related to such disclosures as would be required by County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. **Accounting of Disclosure.** Business Associate shall provide to County or an Individual, in the time and manner designated by County, information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c). Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and

maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement.

- j. **Records Available to County, State and Secretary.** Business Associate shall make available internal practices, books and records related to the use, disclosure and privacy protection of PHI received from County, or created, maintained or received by Business Associate on behalf of County, to the County, State, or to the Secretary of the United States Department of Health and Human Services for the purposes of investigating or auditing Business Associate's compliance with the HIPAA Regulations, in the time and manner designated by County, State or Secretary.
- k. **Destruction of Protected Health Information.** Upon termination of this Addendum for any reason, Business Associate shall:
 - a. Return all PHI received from County, created, maintained or received by Business Associate on behalf of County and required to be retained by the HIPAA regulations; or
 - b. At the discretion of County, return or destroy all other PHI received from County, or created, maintained or received on behalf of County by Business Associate on behalf of County. Business Associate shall certify in writing that such PHI has been destroyed.
 - c. In the event Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall provide County notification of the conditions that make return or destruction not feasible. Unless County agrees that return or destruction is not feasible, Business Associate shall return or destroy PHI per this Addendum. If County agrees that the return or destruction of PHI is not feasible, Business Associate shall extend protections of this Addendum to such PHI and limit further use and disclosure of such PHI for so long as Business Associate or its agents or subcontractors maintain such PHI.
- l. **Amendments to Addendum.** No amendment of this Addendum shall be effective unless and until such amendment is evidenced by a writing signed by the parties. County and Business Associate agree to take such action as is necessary to amend this Addendum as required for County to comply with the requirements of the HIPAA Regulations. However, any provision required by HIPAA Regulations to be in this Addendum, shall bind the parties whether or not provided for in this Addendum.
- m. **Data Aggregation.** Business Associate may provide data aggregation services related to the health care operations of County.
- n. **Material Breach.** A breach by Business Associate or any of its agents or subcontractors of any provision of this Addendum, as determined by County, shall constitute a material breach of the Addendum and shall provide grounds for immediate termination of the Addendum.
- o. **Termination of Addendum.** If Business Associate should fail to perform any of its obligations hereunder, or materially breach any of the terms of this Addendum, County may terminate this Addendum immediately upon provision of notice to Contractor stating the reason for such termination. County, within its sole discretion, may elect to give Business Associate an opportunity to cure such breach.

EXHIBIT L

Original RFP and Response to RFP



REQUEST FOR PROPOSALS

Electronic Document Management System

ISSUED

May 21, 2010

Table of Contents

1.	PROJECT INFORMATION.....	5
1.1.	Introduction	5
1.2.	Background and Current Environment	5
1.3.	Scope of Work	8
1.4.	Standards.....	9
1.5.	Implementer.....	10
1.6.	Implementation Plan.....	10
1.7.	Optional Components	10
1.8.	Schedule of Events	11
2.	GENERAL SUBMITTAL REQUIREMENTS	12
2.1.	Guidelines:.....	12
2.2.	Source Code Escrow Agreement.....	13
3.	TERMS AND CONDITIONS.....	14
3.1	Guidelines.....	14
3.2	Communication regarding this RFP.....	14
3.3	County Rights	14
3.4	Pre-contractual Expenses.....	15
3.5	Confidential Information.....	15
3.6	Service Agreement and Insurance Requirements.....	15
3.7	Duration	15
3.8	Protest.....	16
3.9	Clarifications, Discrepancies, Omissions	16
4.	PROPOSAL GUIDELINES	17
4.1	Proposal Format.....	17
4.2	Signed Letter of Transmittal.....	17
4.3	Section 1 - Executive Summary	17
4.4	Section 2 - Scope of Services	18
4.5	Section 3 - Vendor Qualifications and Experience - Attachment D	18
4.6	Section 4 - Proposed Application Software and Computing Environment	18
4.7	Section 5 - Third Party Products/Optional Software.....	19
4.8	Section 6 - Responses to Functional/Technical Requirements	20
4.9	Section 7 - Implementation Plan.....	21
4.10	Section 8 - Training Plan.....	22
4.11	Section 9 - Maintenance and Support Program.....	22
4.12	Section 10 - Client References- Attachments H, I, J	23
4.13	Section 11 - Cost Proposal - Attachment E.....	24
4.14	Section 12 - Exceptions to the RFP.....	25
4.15	Section 13 - Sample Documents.....	25
4.16	Section 14 - Required Attachments	26
4.17	Section 15 - Standard Professional Services Agreement- Attachment A.....	26
5.	PRE-SUBMISSION GUIDELINES AND INFORMATION	27

1. PROJECT INFORMATION

1.1. Introduction

The Information Systems Department (ISD) of the County of Sonoma is seeking proposals from qualified firms with proven experience for software and implementation services for an enterprise wide Electronic Document Management System ("EDMS"). These proposals will be provided in accordance with terms, conditions and specifications established herein.

1.2. Background and Current Environment

1.2.1 Sonoma County

The County of Sonoma (County) is a local government in Northern California with offices centered in Santa Rosa, approximately 50 miles north of San Francisco on Highway 101. The County is governed by a five member Board of Supervisors and employs a workforce of over 3,750 in over 26 departments and agencies. A copy of Sonoma County's Organization Chart is attached. (Attachment C). The county has a local airport with daily flights to and from Los Angeles, Portland and Seattle.

1.2.2 Information Systems Department (ISD)

ISD is responsible for the support and coordination of technology services in 26 County departments. This includes the provision and support of Countywide networks, a mainframe computer, approximately 3,800 desktop computers, numerous business applications, County and departmental Internet and Intranet sites, as well as radio and telephone communications, records management, and reprographic services.

1.2.3 County Information Technology Infrastructure

The County has a mature enterprise level infrastructure and network. The County has an integrated data network comprised of 1 GB and higher Ethernet switches. The data network uses multiple T1 and DS3 lines tying numerous sites with various Cisco routers, hubs and UTP LAN's. The fiber links from the outlying offices in Santa Rosa to the main County Campus are provisioned by the local cable company. The County also has three AT&T Opt-E-Man fiber networks currently linking over 35 sites. Its network runs on Microsoft Windows Server 2003 Active Directory operating system. Application server and storage space is provided through a Storage Area Network. Although the County operates an IBM mainframe computer to support its financial systems, it is actively in the process of moving applications to a server environment. The County's email system is Microsoft Exchange 2007. The majority of the County's workstations are Dell Optiplexes and Latitudes running Windows XP SP2.

Additional information about the Sonoma County IT Environment can be found in Attachment G.

Business Driver	Description
Document Lifecycle Management	Managing documents from creation through final disposition
Cost Reduction	Ability to handle same or increased workload with same or lower headcount
Disaster Recovery/Business Resumption	Preserving a digital copy of important documents for redundancy
Data Mining	Process of extracting patterns or trends from data for analysis.
Storage Space	Reducing the amount of physical space we devote to storing paper documents
Environmental	Use less paper, reduce greenhouse gases.

The following table identifies System features considered by the Focus Groups. They are listed in order of most to least importance.

System Features
Managing electronic documents - in a searchable shared repository /version control, check-in/check-out. e.g. contracts
Automating workflows (e.g. Board Agenda items)
Scanning paper documents
Audit trails/control/access security
Electronic forms
API/Integrating with my other applications - collection of technologies and services which enable integration of systems and applications across the enterprise.
Integration with GIS (maps)
Long-term management of email

Specific Applications - The need to better manage existing processes by using EDMS features such as document repository, version control, and workflow were identified by the Focus Groups. These applications included: Board of Supervisors Agenda Management, Accounting Documents Workflow, Contract Management, RFP Management, Case File Management, and Policy Management.

Concerns-Risks – These items were mentioned by Focus Group participants actively doing some form of electronic document management and reflect the issues they have had to confront. This includes: change management, scanning issues, access to the EDMS platform, budget and funding, externally housed documents, governance, quality control.

1.2.6 County Records Management Program

The County has a mature records management program. There is an active project implementing Zasio Versatile Enterprise software for the development and maintenance of

Recognition (ICR), Optical Mark Recognition (OMR) and barcodes to facilitate recognition and indexing of documents.

- h) Records Management - implements rules associated with identifying the length of time specific types of information (regardless of whether referenced as a document, record, image, etc.) must be kept and the type of disposition that should occur at the end of that retention. This function categorizes and locates records, and identifies records that are due for disposition. The County expects the Vendor to integrate the proposed EDMS with the County's Records Management software (Section 1.2.6) to manage electronic (or digital) records contained within the core EDMS.
- i) Functionality for e-discovery.
- j) Browser based client providing basic functionality - hosted in a browser controlled environment such that a common web browser over the internet or within an intranet can provide user with access to an executable application or processes.
- k) Convenience Scanning Options - use multifunction devices (such as copier-scanners) and/or dedicated all-in-one units to scan and index documents in the EDMS.
- l) Enterprise Report Management (ERM) - previously known as Computer Output to Laser Disk or COLD, is an integrated software and hardware solution that stores and indexes formatted computer output (pages) on optical disk, magnetic disk, or magnetic tape as an alternative to paper printouts or computer output microfilm (COM). This formatted output consists of point-in-time reports, such as transaction listings of statements and invoices. Once this page output is stored on the ERM subsystem, it can be electronically retrieved, viewed, printed, faxed, and distributed to workstations and host computer terminals within organizations or throughout an enterprise.

1.4. Standards

Any system that the County acquires must adhere to industry standards. In addition to protecting the County's investment, standards allow different systems to "talk" with each other. At a minimum, the following standards are necessary:

- a) AIIM ARPI - 2009 Recommended Practice – Analysis, Section and Implementation of Electronic Document Management Systems (EDMS). This includes in particular compliance with the Guidelines and Standards listed in Annex A.
- b) Workflow software must conform to the Workflow Management Coalition (WFMC) standards. These standards identify how they relate to other document management systems as well as to other compliant workflow systems.
- c) The system shall provide functionality included in DOD 5015.2-STD, certified at the most current version of the standard, relative to tracking and maintaining official electronic records.
- d) Database applications must adhere to ODBC or SQL compatibility standards
- e) Document management software must be XML compliant.
- f) ADA 508 - Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)). These standards can be located at <http://www.access-board.gov/sec508/standards.htm>.

- b) E-mail archiving;
- c) Hosted solution – Software as a service (SaaS); Taxonomy development/document classification –for document indexing and retrieval;
- d) Business continuity solution;
- e) EDMS integration requirements - in the next five years, the County expects to integrate the EDMS with following systems:
 - i. Windows SharePoint Services 3.0, or potentially MOSS;
 - ii. MS Office 2003, 2007;
 - iii. MS Outlook 2007;
 - iv. MS Exchange 2007;
 - v. ESRI ArcGIS Server (Standard or Advanced) Enterprise version 9.3.1 or greater.

1.8. Schedule of Events

Date	Event
Pre-submission	
Friday, May 21, 2010	Request for Proposals (RFP's) Released
Friday, June 4, 2010 by 5 p.m.	Receipt of Vendor Written Questions Deadline
Friday, June 18, 2010	List of Questions and Answers Sent out
Friday, July 2, 2010 by 2 p.m.	Proposals Due
After Submission	
Friday, July 23, 2010	Preliminary Evaluations
Monday through Thursday, August 16 – August 19, 2010	Vendor Demonstration
August 20 – September 3, 2010	Final Evaluation
Friday, October 1, 2010	Notice of Intent to Award (subject to delay without notice to Vendors)

proposals are encouraged to submit the most competitive proposal possible, as the failure to do so may lead to elimination prior to software demonstrations.

- g) Proposals and pricing, once submitted, may not be withdrawn for a period of six (6) months.
- h) The County reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the County to be in its best interest. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Vendors at any time to gather additional information. Furthermore, the County reserves the right to delete or add functionality (i.e., modules and components) up until the final contract signing.
- i) In the case where software components are not bid and, thereby neither acquired nor implemented, the County reserves the right to acquire those software components at a later time without a subsequent competitive process.
- j) When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in immediate elimination from further consideration.

2.2.Source Code Escrow Agreement

The selected vendor will place the source code for the licensed software and any changes thereto, into a software escrow account. The County will have access to the source code in the event the vendor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for the vendor. Under these conditions, the County will be able to use and modify the source code for its own use. The vendor will provide the County with a copy of the escrow certificate documenting that the vendor has placed the source code for the licensed software into a software escrow account. The software escrow account will name the County of Sonoma as an escrow certificate holder.

proposal that County believes to be in error. The County reserves the right to waive inconsequential disparities in a submitted proposal.

The County may modify this RFP by issuance of one or more written addenda to all parties who have been furnished the RFP. Only the County Information Systems Department may issue an addendum.

During the evaluation process, the County may request from any vendor additional information which the County deems necessary to determine the vendor's ability to perform the required services.

The County reserves the right to retain all proposals, excluding proprietary documentation, regardless of which proposal is selected. No proposals will be returned to vendors.

3.4 Pre-contractual Expenses

The County shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected contractors, including but not limited to costs incurred in the preparation or submission of proposals. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3.5 Confidential Information

All proposals will be treated as confidential documents until the selection process has been completed. Once the selection has been made, all proposals will become public record. In the event that a vendor desires to keep portions of its proposal confidential, the confidential information so claimed must be identified in writing at the time the proposal is submitted. The vendor must clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page. In addition, vendors must provide a written explanation for the basis of the claim, including the reasons why the information is confidential and a certification that the information has not been released to the public and is not publicly available elsewhere. Statements identifying the entire document as confidential or which do not specifically identify which information is claimed as confidential are not acceptable for this purpose.

The County will consider a vendor's request for exemptions from disclosure; however, the County will make a decision based upon applicable laws.

3.6 Service Agreement and Insurance Requirements

Vendors must be willing and able to provide the required insurance and to accept the terms of the County's Standard Professional Services Agreement. A sample copy of the Agreement is included as Attachment A.

3.7 Duration

All proposals will remain in effect and legally binding for at least six (6) months.

4. PROPOSAL GUIDELINES

4.1 Proposal Format

Perspective vendors are required to prepare their proposals according to instructions outlined in this section. Proposals should not contain preprinted marketing material. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Vendors are required to follow the outline below when preparing their proposals. If the vendor does not follow the format outlined below, the vendor may be disqualified from selection. If the vendor does not use the required forms as indicated, the vendor may be disqualified from selection.

Section	Title
	Title Page
	Letter of Transmittal
	Table of Contents
1	Executive Summary
2	Scope of Services
3	Vendor Qualifications and Experience
4	Proposed Application Software and Computing Environment
5	Third-Party Products/Optional Software
6	Responses to Functional/Technical Requirements
7	Implementation Plan
8	Training Plan
9	Maintenance and Support Program
10	Client References
11	Cost Proposal
12	Exceptions to the RFP
13	Sample Documents
14	Required Attachments
15	Standard Professional Agreement

4.2 Signed Letter of Transmittal

The Letter of Transmittal must be signed by an individual who is legally authorized to make contractual obligations for the vendor (Attachment B). The signature must indicate the title or position that the individual holds in the firm and must be an original signature.

4.3 Section 1 - Executive Summary

Provide a brief narrative highlighting your proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. (Refer to Section 4.1 of this document entitled "Proposal Format" and include this part of your response in Proposal Section 1).

address the following. (Refer to Section 4.1 of this document entitled "Proposal Format" and include this part of your response in Proposal Section 4).

- a) Modular Integration: 1. Proposed modules that are fully integrated (part of the base software) into the main EDMS application. 2. Proposed third-party applications and how they are integrated into the main EDMS application. 3. Functional integration issues, such as shared security and workflow.
- b) Technology architecture: 1. Platforms on which your software runs. 2. Optimal and minimum network requirements. 3. Optimal and minimum database requirements. 4. Optimal and minimum server requirements. 5. Optimal and minimum desktop (client) requirements. 6. Whether or not your software requires a "thin client" (or browser based client) or a "thick client" on the desktop.
- c) Administration/Development Toolsets: 1. Application toolsets that are included with the software. 2. Programming languages and skills that are required to maintain the software. 3. Tools that are available to customize the software (e.g., add fields, create new tables, change menus, etc.). 4. Monitoring that is routinely required for optimal system performance (e.g., monitoring of audit files).
- d) Security: 1. Security tools that are included with the software. 2. The way the following restrictions are accomplished: administrative tool access; application access; menu access; record access; field access; and querying/reporting access. 3. The way that security profiles are defined. 4. The items that are included in the user security profile.
- e) Workflow: 1. Workflow tools that are included in your software. 2. The standard workflows that are inherent in the system, 3. The way that workflow rules are defined, and their flexibility and customizability.
- f) Upgrade tools: 1. The frequency of upgrades. 2. The way that patches and fixes are applied. 3. The way that patches and fixes are deployed. 4. The way that upgrades are applied. 5. The amount of training (technical training and end user) that is generally required with upgrades to the system. 6. Describe what happens to software customizations (e.g., user-defined tables and fields) during the upgrade. 7. The number of versions of the software your company supports. 8. Details of all upgrades and bug patches over the last five years.
- g) Reporting and Analysis Tools: 1. Reporting tools that are available. 2. OLAP tools that are available. 3. Interfaces to popular desktop applications. 4. Whether or not the same security definitions apply to the reporting tools as to the main EDMS software.

4.7 Section 5 - Third Party Products/Optional Software

The Vendor shall explicitly state the name of any third-party products that are part of the proposed solution to the County. For each third-party product there should be a statement about whether the Vendor's contract will encompass the third-party product and/or whether the County will have to contract on its own for the product.

A proposal must describe any products, features or other value added components recommended for use with the proposed system that have not been specifically requested in this RFP. The Vendor should

4.9 Section 7 - Implementation Plan

The Vendor must provide a detailed plan for implementing the proposed system. (Refer to Section 4.1 of this document entitled 'Proposal Format' and include this part of your response in Proposal Section 7)

This information MUST include:

- a) Detailed methodology for implementing enterprise software. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.
- b) Detailed methodology for implementing third-party software. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.
- c) Project organization chart showing the County and vendor staff.
- d) Include an estimate of project work effort listing the estimated resource utilization (for both the County staff AND the Vendor) for each month. The County reserves the right to alter work effort ratios based on further discussion with the Vendors throughout the evaluation process.
- e) Explain the rationale and/or assumptions forming the basis for the staffing plan proposed for both the Vendor and County staff. This explanation should be in the context of the overall project plan and rollout strategy to enable the County to fully understand the implications of and need for the proposed staffing plan.
- f) If the County decides to adjust the project timeframe (decrease or lengthen) proposed by the Vendor, describe the impact (for the proposed staffing plan).
- g) Based on your experience with similar organizations, explain the extent to which the County should include a contingency factor for additional work effort in its project budget and staffing plan.
- h) It is important to estimate work effort for the County staff and tie this directly to the proposed implementation schedule. The work effort estimates for Vendor staffing should be in line with the Cost Estimates related to implementation services, i.e., implementation costs should reflect work effort estimates in hours times Vendor hourly rates. Vendors who do not provide this information in their proposal will not be short-listed for presentations until this information is received.
- i) Describe the role of the County and Vendor staff for interface development. Provide the assumptions related to the work effort estimates for interfaces (e.g., the specific interfaces included in the work effort estimates). Also give a brief description of the interface development process including any special toolsets that will be utilized for the process.
- j) Describe the role of the County and Vendor staff for data conversion. Provide the assumptions related to the work effort estimates for data conversion (e.g., amount and type of data to be converted). Also give a brief description of the data conversion process including any special toolsets that will be utilized.
- k) Confirm that the proposal contains the level of work effort that will be required to provide for the known customizations, modifications, and/or custom reports that the proposal response has indicated as necessary to deliver the functionality. Identify any assumptions related to these items.
- l) Names, titles, and resumes of implementers likely to be assigned to this project.

- h) Bug fixes and patches.
- i) Support provided for third-party solutions.
- j) Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).

4.12 Section 10 - Client References- Attachments H, I, J

The County considers references for both the software and implementation Vendors (if different) to be important in its decision to award a contract. The County will not call Vendors to tell them that their references will be contacted because all references provided will be contacted. The names and phone numbers of the project manager for each reference must be listed. Failure to provide this information may result in the Vendor not being elevated to software demonstrations. (Refer to Section 4.1 of this document entitled 'Proposal Format' and include this part of your response in Proposal Section 10.)

Software Vendors:

Using the forms attached to this RFP (Attachment H), software firms should provide a minimum of three (3) client references that are similar in size and complexity to this procurement and have utilized the proposed system (including the proposed version) in a comparable computing environment. References should be for fully completed (live) installations. Regional clients are preferred. Each reference should include information on the "breadth" of the software solution, service dates (begin and end dates of the project) name of client reference, name of jurisdiction's project manager, jurisdiction, address, telephone and fax numbers. Please confirm that each reference is willing to participate in a 30 – 45 minute reference check call and inform references that they will be contacted by the County. All contact information must be correct and up-to-date.

Implementation Firms:

Using the forms attached to this RFP (Attachment I), implementation firms are also expected to provide a minimum of three (3) references (unless already included in the references for software firms) in which they served as the prime implementer (not a sub-contractor) for sites similar to the County in implementation requirements. References should be for fully completed (live) installations. The information requested for the software vendors (names, addresses, titles, etc.) should also be provided here. Please confirm that each reference is willing to participate in a 30 – 45 minute reference check call and inform references that they will be contacted by the County. All contact information must be correct and up-to-date.

Third-Party Software Firms:

Using the forms attached to this RFP (Attachment J), third-party software firms addressing particular functionality should provide a minimum of three (3) client references that are similar in size and complexity to this procurement and that have used the prime enterprise software. Submit references for fully completed (live) installations. Please confirm that each reference is

Table 4.1 Anticipated Numbers of Users

EDMS Full Deployment Scenario, Core Functions	Concurrent Users	Total Users
Retrieval: browser-based client users	600	3000
Capture: workstations w/production scanners attached	48	240
Capture: Advanced scanning workstations (zonal OCR, ICR)	10	48
Electronic Doc Mgmt: Retrievers of electronic documents	1000	3000
Electronic Doc Mgmt: Creators of electronic documents	320	1600
Workflow: participants in a designed workflow	80	400
Workflow: Digital signers (replaces wet signature)	40	400
Electronic Forms: people creating	8	40
Electronic Forms: people filling in	160	800
Multi-function printer/scanners integrated w/EDMS	NA	80
Archiving/retrieval of all email in Exchange (3000 users)	NA	3000
Public accesses documents over the Internet, county population of 500,000 plus unknown others	500	500,000+
Test instance (active for all production functionality)		
DR site instance (active during disaster recovery operations)		

The County is expecting to fully deploy the EDMS solution to “Total Users” by the end of 5 years. The Vendor is asked to propose the most effective way to spread this cost over a 5 year period. It is highly likely that some users will fall into more than one of the Core Functions as defined above - neither the rows nor columns are intended to be additive in any way. The breakdowns provided above are intended only to assist Vendors in proposing the correct number of various types of licenses. The Vendor should include in the RFP all categories necessary to fully reveal costs for their proposed solution.

4.14 Section 12 - Exceptions to the RFP

All requested information in this RFP must be supplied. Vendors may take exception to certain requirements in this RFP and/or in the Terms and Conditions. All exceptions to either the RFP or the Terms and Conditions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions. The County, in its sole discretion, may reject any exceptions or specifications within the proposal. Vendors may also provide supplemental information, if necessary, to assist the County in analyzing responses to this RFP. (Refer to Section 4.1 of this document entitled ‘Proposal Format’ and include this part of your response in Proposal Section 12).

4.15 Section 13 - Sample Documents

Vendors should include sample copies of the following documents. (Refer to Section 4.1 of this document entitled ‘Proposal Format’ and include this part of your response in Proposal Section 13).

Sample maintenance agreement

Sample implementation services agreement

5. PRE-SUBMISSION GUIDELINES AND INFORMATION

5.1 Communication Regarding this RFP.

The email address to send any communication regarding this RFP is: EDMS-RFP@sonoma-county.org

5.2 Request for Electronic Copies of RFP or Forms:

To request additional copies of the RFP and/or any attached forms send a request by email to: EDMS-RFP@sonoma-county.org.

5.3 Form:

Vendors must submit one (1) electronic copy, one (1) signed original, and four (4) copies of the signed proposal by **July 2, 2010, by 2:00 p.m.** Proposals must be enclosed in a sealed envelope or package and clearly marked "**ELECTRONIC DOCUMENT MANAGEMENT RFP**". Proposals shall be submitted to:

Information Systems Department
Attn: Cindy Burkhardt
2615 Paulin Drive
Santa Rosa, CA 95403

5.4 Due Date:

Proposals must be received no later than 2:00 p.m. on July 2, 2010. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

5.5 General Instructions:

To receive consideration, proposals shall be made in accordance with the following general instructions:

The signature of all persons signing the proposal shall be in long hand. The completed proposal shall be without alterations or erasures.

No oral or telephonic proposals will be considered.

The submission of a proposal shall be an indication that the vendor has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.

5.6 Clarifications, Discrepancies, Omissions

If a vendor finds any discrepancies, omissions or ambiguities in this RFP, or if a vendor desires clarification on procedural matters regarding the RFP, the vendor may send a request, by email, to EDMS-RFP@sonoma-county.org, with a subject title of RFP Clarification. All responses to such questions will be sent to all vendors who have received the RFP.

6. EVALUATION AND SELECTION PROCESS

6.1 Evaluation Team

The Evaluation Team will include management and technical staff from ISD and other Sonoma County departments. County employees who have a relationship with a vendor or employee of a vendor submitting a proposal will not participate in the selection process.

6.2 Preliminary Proposal Assessment

Proposals will be assessed for compliance with the submittal requirements and the major functional requirements of the RFP.

6.3 Detailed Review of Proposals

Proposals meeting submittal and major functional requirements will be evaluated. These criteria will include, but may not be limited to, the following and any other factors the evaluation committee deems relevant. (Note that there is no value or ranking implied in the order of this list):

- Demonstrated ability to perform the services described;
- Experience and expertise;
- Demonstrated history of providing similar services to comparable entities;
- Quality of work as verified by references and site visits (if required); Suitability of proposed software;
- Responses to the Functional Requirements – Attachment F;
- Implementation plan;
- Costs relative to the scope of services;
- Ongoing cost of the software maintenance;
- Ability to demonstrate ADA Section 508 compliance; and
- Willingness to accept the County's contract terms.

The County reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in any proposals received. Failure to furnish all information requested or to follow the format requested herein may disqualify the vendor, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

The County may, during the evaluation process, request from any vendor additional information which the County deems necessary to determine the vendor's ability to perform the required services. If such information is requested, the vendor shall be permitted three (3) working days to submit the information requested.

An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the vendor's

7. LIST OF ATTACHMENTS

- 7.1 Attachment A – Standard Professional Services Agreement (*to be returned*)
- 7.2 Attachment B – Signed Letter of Transmittal (*to be completed and returned*)
- 7.3 Attachment C – Sonoma County Organization Chart
- 7.4 Attachment D – Vendor Qualifications and Experience (*to be completed and returned*)
- 7.5 Attachment E – Cost Proposal (*to be completed and returned*)
- 7.6 Attachment F – Functional Requirements (*to be completed and returned*)
- 7.7 Attachment G – ISD Hardware Standards
- 7.8 Attachment H – Software Reference Form (*to be completed and returned*)
- 7.9 Attachment I – Implementation Reference Form (*to be completed and returned*)
- 7.10 Attachment J – Third Party Product Reference Form (*to be completed and returned*)
- 7.11 Attachment K - @Docs Report - Executive Summary – 2005
- 7.12 Attachment L – EDMS Focus Groups Analysis Final Report 1-7-2010

Attachment A
Standard Professional Services Agreement ("PSA")
Revision D – August 2009

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____, 20__ ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and _____ (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified _____, experienced in the preparation of _____ and related services; and

WHEREAS, in the judgment of the _____, it is necessary and desirable to employ the services of Consultant for _____.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the following services within the times or by the dates provided below and pursuant to Article 7:

OR

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

Consultant shall be paid a lump sum amount of \$ _____, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

OR

[Option 2: Time and Materials (or time Only) Provision]

Consultant shall be paid a lump sum of _____ for completion of all work, in accordance with the amounts specified below for completion of each sub task, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of any sub task. Specified amounts will only be paid for completion of each sub task.

For completion of _____ : \$ _____.

For completion of _____ : \$ _____.

Total: \$ _____

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth below, provided, however, that total payments to Consultant shall not exceed \$ _____, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any.

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth below, provided, however, that Consultant agrees to perform all services described herein

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or _____ Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This

for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of _____.

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount no less than _____ Million Dollars (\$____,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of _____.

6.5 Documentation. The following documentation shall be submitted to the County of Sonoma, Department of _____:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the County for the duration of this Agreement.
- b. Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with the County for the duration of this Agreement.
- c. Upon County's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.
- d. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

6.6 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.6 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.9 Assignment Of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in

12. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Information Systems Department
Attn: Accounting Department
2615 Paulin Drive
Santa Rosa CA 95403
(707) 565-2911

TO: CONSULTANT:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
or Purchasing Agent

Date: _____

Or

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Robert Deis Clerk of the Board of
Supervisors

**ATTACHMENT B
TO REQUEST FOR PROSALS**



PROPOSAL COVER SHEET

Acceptance of County Contract Form

A sample agreement is contained as Attachment "A" to the County's Request for Proposals. Although the attached draft is subject to revision before execution by the parties, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in its proposal, the proposer has no objection to the attached draft or any of its provisions such that, if selected, the proposer will enter into a final agreement based substantially upon the attached draft.

Certification of Authority

By signing below, the person executing the certificate on behalf of the proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of the proposer. Both the person executing this proposal on behalf of the proposer and proposer understand that the County is relying on this representation in receiving and considering this proposal. The person signing below hereby acknowledges that s/he has read the entire Request for Proposals document and has complied with all requirements listed therein.

Official Authorized to Sign for Proposal/Contractor

Signature

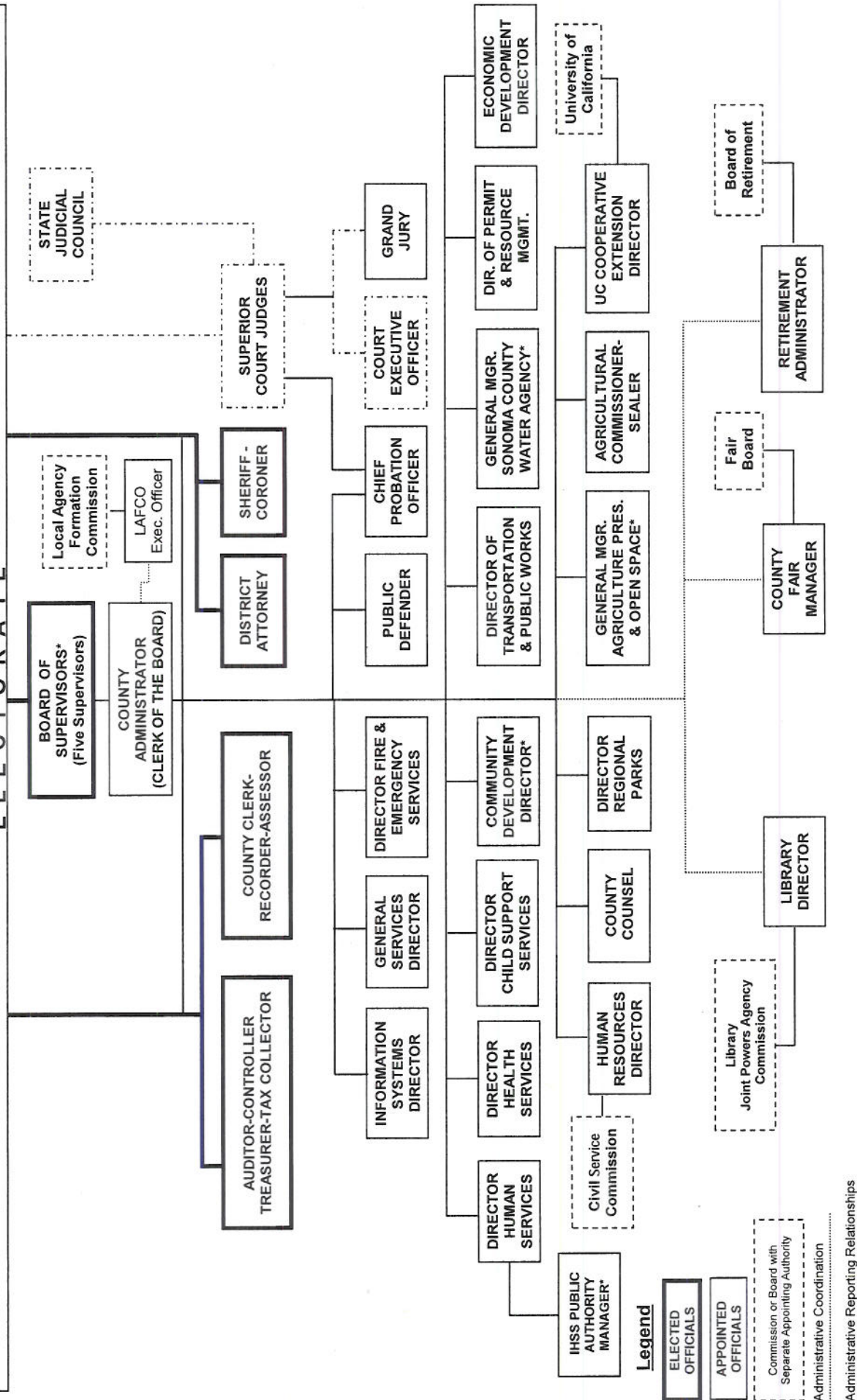
Title

Date

COUNTY OF SONOMA

CHART OF ADMINISTRATIVE REPORTING RELATIONSHIPS ON MATTERS UNDER THE CONTROL OF THE BOARD OF SUPERVISORS

ELECTORATE



*Board of Supervisors sit as Board of Directors for the Water Agency, Ag Pres Open Space District, and IHSS Public Authority and also Commissioners of the Community Development Commission.

Administrative Reporting Relationships

EXHIBIT M

Confidentiality Agreement

I, _____, certify that I am a subcontractor of Neko Industries, Inc. I understand and acknowledge that my work pursuant to an Agreement dated _____ between the County of Sonoma ("County") and Neko Industries, Inc. may involve confidential and/or sensitive information and that I am prohibited from discussing, disclosing, or in any way acknowledging all of the following:

(1) The substance of the work that I perform or any conclusions, recommendations, evaluations, information or work product, with any person or entity outside of the immediate project team; and

(2) The content of any data or information discovered or reviewed in connection with services I render on behalf of Neko Industries, Inc. for the County of Sonoma.

I understand and acknowledge that all documents, data or other information provided by the County are confidential and shall be returned to the County upon completion of the project. I have thoroughly reviewed and am familiar with all Neko Industries, Inc. policies regarding confidentiality and agree to strictly comply with them.

If my contract with Neko Industries, Inc. is terminated or expires, this confidentiality agreement shall survive that termination or expiration and either or both Neko Industries, Inc. or the County, or both of them, may enforce this confidentiality agreement in the Sonoma County Superior Court.

I understand that if I breach this confidentiality agreement, I may be liable for damages, attorney fees, and other legal or equitable remedies.

Dated: _____

Signed: _____

Printed Name: _____

Title: _____