

State of West Virginia

Bureau of Employment
Programs

Dept of Administration
Purchasing Division
Building 15
2019 Washington Street, E.
Charleston, WV 25305-0130



Results Engineering
130 Wetherby Lane
Westerville, Ohio 43081
www.ReEng.com

EDMS Maintenance/Support

Request for Quotation Response

Request for Quotation
WWV11868

**Closing Date
October 21, 2010**

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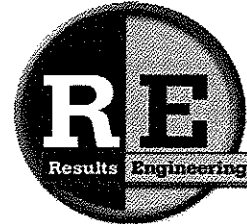
WV PURCHASING
DIVISION

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1: Cover Letter

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130



Dear Evaluation Team:

Reengineering Consultants, LLC; d.b.a. Results Engineering (RE) is pleased to provide the WORKFORCE West Virginia, Bureau of Employment Programs with this response to RFQ #WWV11868 for EDMS Maintenance and Support. As you will see from reviewing the attached proposal, Results Engineering has been focused on Document Imaging and Workflow systems since our inception in 1993. As part of that focus, we have delivered numerous systems to government clients and have specialized in providing imaging solutions using the combined power of OnBase and AnyDoc.

Based upon the requirements as discussed in the RFQ, Results Engineering is confident we are the most qualified OnBase solution provider available to meet your needs today, and in the years to come. Results Engineering prides itself in hiring experienced industry experts with careers focused in document imaging and workflow solutions. In fact, we have several employees who previously worked for Hyland Software directly and to our knowledge, Results Engineering has more OnBase Certified Engineers on staff than any other Hyland Solution provider.

The advantages of working with Results Engineering are simple:

- 17 plus years of providing Document Imaging Solutions
- Hyland Software Diamond Support Partner for 2010
- Hyland Software GOLD Sales Partner for 2010
- More Hyland Certified OnBase Engineers than any other VAR
- Government Focused Imaging Solutions and Related Products
- Experienced Government Solution Provider
- 100% Customer Satisfaction
- Industry Veterans (20 + years industry experience)
- Proven Project Management Methodologies

To help convey our message, Results Engineering has put together this proposal in such a way that demonstrates how we can serve WORKFORCE West Virginia's UC Imaging and Workflow needs. To break it down by section we've included the following...:

Section 2 – Maintenance/Warranty/Software Support Requirements – here we address the specific requirements for system assessment and planning going forward.

Section 3 – Qualifications – Background information on Results Engineering. (What we do and how we do it.) Describes our corporate philosophies for ongoing software maintenance and support services as an OnBase support provider to Workforce West Virginia.

Section 4 – Key Personnel – Resumes for some of our key personnel to demonstrate depth of our experience within the EDMS sector.

Section 5 - References – Here we've provided the names and contact information of reference accounts that would be willing to discuss their experience as a Results Engineering customer.

Section 6 – Fee Structure – What's it going to cost. This quote is based upon maintenance for your existing OnBase and AnyDoc modules per the list provided by the State.

Section 7 – Services Agreement – We've attached a copy of our standard services agreement for your review.

Section 8 – Required Forms – This is the filled out Agreement and Information form from the RFQ.

As you review the information contained within this document, please feel free to ask questions or contact us to schedule a full presentation. Thank you for your interest. We look forward to possibility of working together on supporting your OnBase and AnyDoc systems.

Sincerely,



Randall J. Love, CDIA+, ECM^P

Vice President of Sales & Business Development

Results Engineering

E-Mail....: randy.love@reeng.com

(614)-899-2950 – Ext 2200

(614)-899-2249 (Fax)

2: Maintenance/Warranty/Software Support Requirements

Results Engineering is confident we have the highest level of OnBase competence combined with an unparalleled support philosophy that will surely meet with Workforce West Virginia's UC expectations. Below noted in blue text are our responses to the State's desired accomplishments as depicted in the Request for Quotation.

WORKFORCE West Virginia, Unemployment Compensation Division (UC) requests quotations for maintenance of their (EDMS) OnBase Imaging System:

- The successful vendor must provide a one (1) year maintenance/warranty for all licensed software and hardware, regardless of the manufacturer's warranties with the option of two (2) one (1) year renewals upon mutual written agreement of the parties.

Hyland Software and AnyDoc both provide yearly maintenance warranties for their software. The customer has the option to purchase extended maintenance and technical support on the Software from RE commencing as of the date of first installation of the Software. The Software Maintenance Agreement, if purchased by the customer, has an initial term of twelve (12) months from the installation date. The initial renewal of the Software Maintenance Agreement would be for a prorated term commencing on the next day after the last day of the initial term and ending on the next December 31. All renewals of the Software Maintenance Agreement thereafter would be for calendar year periods.

- The maintenance/warranty shall include on-site hardware service with a four (4) hour response time, 5 days a week (Monday-Friday), 8:00AM – 5:00PM.

Any future hardware provided by Results Engineering will include its own maintenance contract with the required specifications.

- Any maintenance performed by a third party is solely the successful vendor's responsibility. The vendor must be the Agency's single point of contact. Any third party software will require a software agreement that states there are no additional terms and conditions to any purchase order resulting from this RFQ.

Understood.

- The successful vendor must provide all hardware/software upgrades and patches during the maintenance/warranty period at no additional cost to the maintenance/warranty quote.

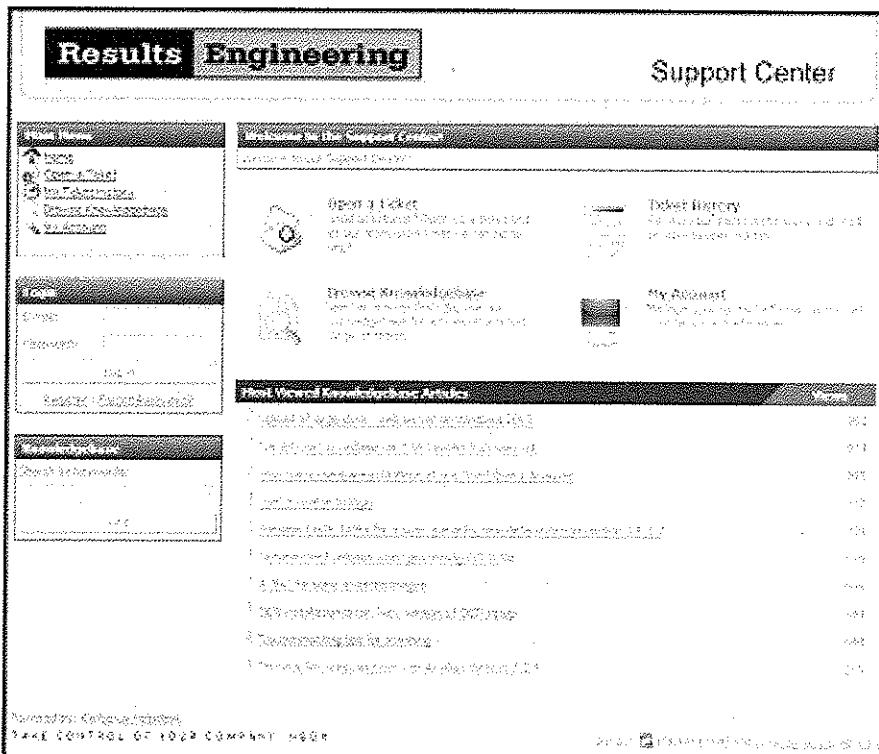
The purchase of a Software Maintenance Agreement and renewal of that agreement entitles the customer to all upgrades and enhancements of the licensed modules of the Software

commercially released by Hyland to its end users generally during the term of the Software Maintenance Agreement. On-site implementation of any upgrades is not included in the maintenance pricing, but typically would be provided on a Time & Materials basis.

- Unlimited remote support with a toll-free Help Desk (not recordings) service available 24 hours a day, 7 days a week from the vendor for the technical software support.

Results Engineering (RE) OnBase solutions are deployed into enterprise environments as business critical solutions – Results Engineering Support Service is an integral part of that overall solution. Results Engineering offers you world-class customer support, a proactive, customer-driven, responsive support solution to ensure that you receive the maximum return on your technology investment. Successful implementations by Results Engineering are enhanced through ongoing functional support for your system. Results Engineering takes great pride and ownership in assuring that customers always maximize system benefits. Our job as your business partner is never done in providing support and system continuity.

We have developed a comprehensive on-line support site that is available 24 hours a day – 7 days a week for questions and issues that arise. The Results Engineering Support Site is designed to address and respond to system issues that may arise in your Production System. We also provide a customer support telephone number allowing you to reach a live help desk professional during normal business hours to assist you with your issue.



Developed as a web based system, the Results Engineering Help Desk system is available to clients on a 7x24 basis to report and/or track trouble tickets. Once established in the system, a ticket submission will automatically generate a notification to all Help Desk personnel within Results Engineering along with the clients assigned Account Manager and the RE management team. Under the standard maintenance agreement, Help Desk personnel often respond instantly even though the client does not have a full 24x7 support contract. Those who "require" this type of off-hour support, can elect the 7x24 Support Option at an additional monthly cost.

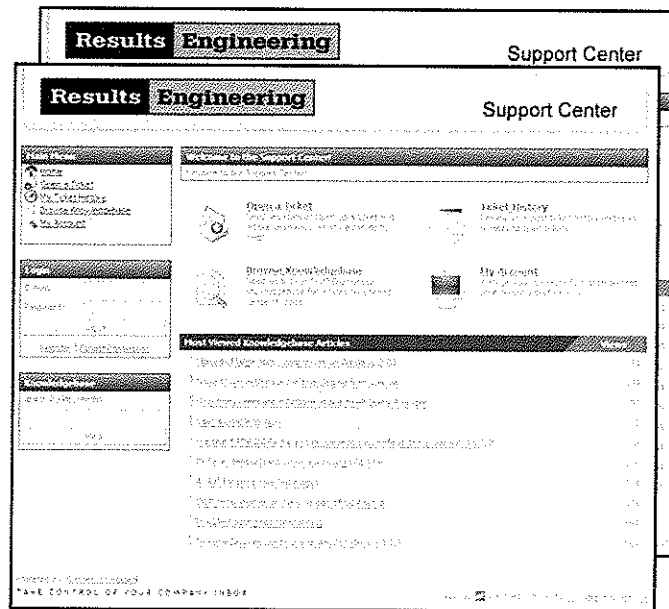
The Results Engineering Help Desk is a web interface that is used to submit support requests; review frequently asked questions (FAQs), access newsgroups, as well as vendor support sites relevant to your system. The helpdesk provides a platform that accumulates (customer) support experience, stores vital customer and/or product information, and directs your managers' attention to the issues that require attention. To access the Results Engineering Support website begin by navigating to <http://support.reeng.com> on your Internet browser. The Help Desk can also be accessed through the Results Engineering homepage <http://www.reeng.com> and then clicking on the Support link. In order to log into the support website, the user must first enter an email address and a password. If the user does not yet have an account, they can register for one by clicking the link provided on the logon screen.

Once both a valid email address and password has been entered, you (the user) can now access the support (helpdesk) website. The user can choose to view the Knowledgebase, Submit a Ticket, view Open Tickets, view Closed Tickets, or if the site has been reached in error, logout.

A ticket is used to store information related to each issue discussed/posted by support staff and/or clients on the helpdesk database. There is no limit to the amount of tickets that the system can handle, meaning that the amount of information on the helpdesk database is constantly growing. Using Helpdesk Tickets as a means of storing data and information enables instant access to critical information for use in producing quick, reliant responses and also a means to easily search for information on a particular issue. Customers can search the message board for posts based on parameters such as username, word(s) in the post or just in the subject, by date, requestor, or status. To access the search feature, click on the Search link located at the top of the window. Note that you can search in any forum that you have permission to search – you will not be allowed to search through private forums unless the administrator has given you the necessary security rights to do so.

If you have a question that hasn't been answered on the helpdesk, you can post your question using the Submit Ticket feature. To post your question or problem, click on the Submit Ticket tab and a form similar to the one pictured below will appear. Simply fill out all of the necessary fields, and then select the 'Send Ticket' button to submit your post. When a new post and/or ticket is submitted, an automatic email notification is sent to the appropriate Results Engineering staff member.

RE Support Center interface:



Note: Snap Shot of a live screen Shot – blurred on purpose

Level 1 Support

Level 1 Support is defined as problems associated with the routine use and operation of the system during the Principle Period of Support, which is defined as 8:00am to 5:00pm local time. Level 1 should first be brought to the attention of local head supervisors before entry into the Tracker System. Typically, level 1 issue's are ones that do not affect office operation and do not need to be addressed immediately, but rather will receive prompt attention and notification from RE support personal upon their submission into the Tracker system. Within this group also fall general system clarification issues. RE recommends to their clients to notify us of any software problems, together with complete information concerning the event, as soon as possible after the problem has occurred via the RE PVCS Tracker System.

Level 2 Support

Level 2 Support Issue is defined as any serious problem during the Principle Period of Support, between 8:00am to 5:00pm local time, which has occurred in the system but allows system components to still be operational and allows the office to continue to process their work. If the issue requires person-to-person contact that cannot wait for posting to the website the head supervisor should directly contact the Customer Support Manager. The nature and problem of the direct call should then be logged to the Tracker website by UC personnel as soon as the event has been reported.

RE will follow-up within a reasonable timeframe but not exceeding 8 business hours from the receipt of the reported problem for Level 2 Support. If necessary, RE shall provide the UC with a way to work around the problem that is acceptable to UC, until such time as a

correction can be reasonably implemented. UC is encouraged to escalate the problem to RE management, using the escalation procedures outlined below, if they have not been contacted by RE with a follow up call within 8 hours from the receipt of the problem.

Level 3 Support

Level 3 Support is defined as any emergency problem during the Principle Period of Support, between 8:00am to 5:00pm local time, which impairs the general office operation and requires immediate assistance from RE. In this event, the UC should call RE directly and ask for either their assigned Customer Support Manager, one of the Directors of Implementation and Support, or the Vice President of Implementation and Support. RE will provide immediate on-site support within 2 hours should the situation not be resolvable through remote access support. The nature and problem of the direct call should then be logged to the Tracker website by the UC personnel as soon as the event has been reported.

In the event of an emergency instance during the time period 8:00 AM to 5:00 PM local time where there is a live production stoppage the report from UC must come with a clear indication that such an emergency event has occurred. These problems will be resolved as quickly as possible and are reported immediately to UC upon resolution. UC and the individual Department is encouraged to escalate the problem to RE management, using the escalation procedures outlined below, if they have not been contacted by RE with a follow up call within 2 hours from the receipt of the problem.

Escalation Procedures

While RE's Customer Support Manager will be monitoring and tracking the staff's progress on any support submissions from the State via the RE PVSC Tracker system, should any of these reported problems exceed an acceptable response time from RE and need to be escalated, the following additional levels of support are recommended until the problem is resolved:

- Second Contact - RE's Director of Professional Services – George Gilbert
- Third Contact – RE's Chief Operations Officer – Paul Moore
- Fourth Contact – RE's Vice President Sales – Randy Love
- Fifth Contact – RE's President / CEO – Greg Boyd

3: Qualifications

- 1.) The vendor must have been in the EDMS implementation business for a period of at least two years.

Results Engineering has been providing EDMS solutions since its inception in 1993. EDMS, advanced capture (AnyDoc) and Workflow solutions have been and continue to be the focus of our business efforts enabling our clients to realize the benefits of improved efficiency and Return on Investment.

- 2.) The vendor must provide these services for at least three (3) or more clients.

Results Engineering provides EDMS systems and support for dozens of clients and has received Hyland's own Diamond Support Award every year that recognition has been offered.

- 3.) The Agency requires the vendor to supply the same project manager for the duration of the project/contract unless WORKFORCE West Virginia requests a replacement. The Agency reserves the right to request a replacement if the person named is found to be inadequate during the life of this contract.

For support services, each account is assigned to the Results Engineering Help Desk Manager (Jay MacVean) as the primary point of contact for support services. Through the course of providing support, the Help Desk Manager has the ability to assign specific support tasks to other members of the RE support or development team based upon areas of expertise.

In the case of system upgrade or enhancement implementation, Results Engineering will assign a Project Manager based upon the requirements as they relate to the PM's area of expertise. This is often the same person for each project a particular client embarks upon which allows the PM to become acclimated to the client's personnel, business process, and work environment.

Finally, each customer is assigned an Account Manager who serve as the clients business liaison to Results Engineering. The Account Manager will be your primary point of contact for add-on proposals, billing questions, and addressing future needs.

Why Results Engineering?

Results Engineering is an independent integration firm specializing in Document Management and Workflow Automation systems. We believe in taking a best of breed approach to creating high Return on Investment (RoI) solutions for our clients. Our firm is unique; we are a business partner with certified engineers in many leading imaging, workflow and advanced capture products including Hyland OnBase, AnyDoc, FileNET, IBM, Kofax, Captiva, and Extract Solutions.

In addition to the many software products we represent, Results Engineering provides the expertise to deploy complete ECM (Enterprise Content Management) solutions. From simple backend scanning applications to very sophisticated solutions; including advanced capture with OCR technology on the front end to advanced workflow implementations and tight line of business application integrations.

Results Engineering has focused on Document Imaging and Workflow solutions since its beginning. We provide development and integration services for business process re-engineering, technical infrastructure including: storage, scanners, fax gateways, and custom application development for Workflow and web. Results Engineering maintains a large staff of OnBase engineers, and as mentioned above we also have certified expertise and partner relationship with other supporting technologies utilized in creating a complete solution. All of this training and certification means a better integrated solution with increased efficiencies and a better return on investment.

We use a documented Solution Framework on every project. This framework consists of 5 phases derived from Six Sigma. The first phase, Definition, is where we gather requirements and determine current processes and needs. The second phase, Measurement, is where we define the implementation, modules for development, configuration parameters, user interfaces, etc. The third phase, Analysis, is where we make things work. We write any necessary custom code, we configure clients and servers, we install and configure software, perform unit testing, and write user and training manuals. Improvement, or the fourth phase, is where we finalize it at your site; we run acceptance tests with you to ensure all functionality is complete. And the final phase, Control, is a period where you use the system, and together we track issues.

Results Engineering is also unique in its ability to train and provide skill transfer to our client's IT staff. It is straightforward to use manufacturer training to learn how to administer a system and how to use the menus and configurations screens. It is all together more challenging to teach people how to rethink processes and develop workflows integrated with other line of business applications. Results Engineering has many references where this skill transfer worked and the client IT staff is rapidly developing many new successful Document Imaging and Workflow applications.

The key to winning is 'the art of the handoff'; in effortlessly transitioning to the next person. In business, that means managing the on-demand flow of information. Getting to the finish line, with the right information, is vital to your success! At Results Engineering, we move information.....from paper.....to data.....to content....fast, automatically and strategically. We do this by combining a unique set of tools, customized to assist in capturing unstructured

information, making it available with security & control, and incorporating it into electronic workflows. We engineer results, on-time, on-budget and with the ROI projected.

At Results Engineering, our sole focus is on business process reengineering. We look at your existing process and recommend methods to streamline the flow of information using automated workflows. Our experience, and our partnerships with strategic Best-Of-Breed suppliers, provides our engineers a unique ability to truly consult with our clients, to identify or develop the best products, and to customize these for your business. We've been developing tools, techniques, and systems since the dawn of this industry.

Awards – Results Engineering

Top 100 Company in Knowledge Management

AIIM Best Enterprise Workflow Solution Finalist

Hyland Real Solutions Award: Best Manufacturer – Gallatin Steel

Hyland Real Solutions Award: Best Enterprise- Lucas County

Hyland Real Solutions Award: Best Web-Based – Greif

Paystream Advisors A/P Solution Award

Hyland OnBase #1 Partner Worldwide in 2001, 2003

Hyland Diamond Support 2004, 2005, 2006, 2007, 2008, 2009, 2010

Hyland Platinum Partner 2004

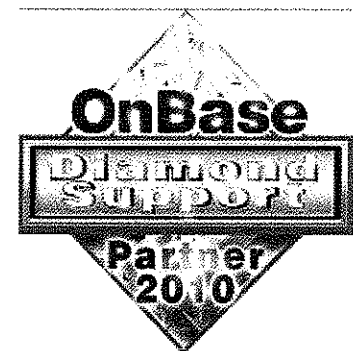
Hyland Gold Partner 2006, 2010

AnyDoc Software President's Club Partner 2006-2009

Business Solution Best Channel Solution - Cleveland Metropolitan School District 2009

5 Star General Award - Cleveland Metropolitan School District 2008

IBM Top Software Partner Content Manager 2003, 2004



Results Engineering's Corporate offices are located in suburban Columbus, Ohio with branch offices in Cleveland, OH, Toledo, OH, Youngstown, OH, Chicago, IL, Salt Lake City, UT, and Boston, MA.

4: Key Personnel

George Gilbert II

Director of Project Management, Results Engineering, 2006 to present.

Manages and schedules all RE project resources. Directs project management for all RE projects. Manages OnBase implementation and development of workflows for Cleveland Schools Free School Uniform and Free and Reduced Meals Programs.

Professional Experience

Director of Information Technology, Barbee & Associates, Inc. Ft. Lauderdale, FL 2003 – 2005

- Designed, implemented and managed internal and external technical needs for the organization
- Managed the implementation of a new product offering that combined the functions of a large volume scanning and indexing system with a robust document management system designed to support the duties of the US Trusties office.
- Directed the development of the new offering by researching customer need and working closely with lead users to determine product features and priorities
- Developed and implemented a marketing and business plan for a new product offering
- Created procedures for and performed the forensic analysis of IT systems for evidence in court proceedings
- Responsible for operational budget of IT department including equipment and staff

President, GeoSys Consulting, Inc Ft. Lauderdale, FL 2001 - 2003

- Delivered small and medium business information technology solutions
- Analyzed clients' needs and tailored custom solutions to address their unique issues
- Coordinated people of multiple skill sets to deliver finished products while exceeding clients' expectations
- Supported existing client systems through on-site and off-site training and support

IT Operations Manager, AudienceBank Media, Inc Ft. Lauderdale, FL 1999 – 2002

- Managed the IT department of an online advertising delivery dot.com
- Developed and supported an online advertising delivery system, using ASP, JavaScript, SQL, and VB that serviced over 2,000,000 users
- Acted as customer technical contact for media buyers and affiliates
- Coordinated and implemented advertising campaigns for affiliates and media buyers
- Managed staff including hiring, firing, and evaluation
- Deployed and maintained a multi-tiered corporate network across multiple geographies

Education & Training

Auburn University, Auburn, AL

- 1998 Bachelors of Industrial and Systems Engineering -Emphasis on Computer Modeling, Engineering Economic Analysis, Statistics, and Process Improvement

University of Florida, Warrington College of Business, Gainesville, FL

- 2006 Master of Business Administration - Concentrations in Management and Corporate Entrepreneurship. Relevant Coursework: Project Management, Business Plan Formation, Technology Management
- Hyland OnBase, System Administration, Workflow and Workflow Design
- AIIM Enterprise Continent Management Practitioner Certification

Paul Moore

Results Engineering Chief Technology Officer

Workflow Engineer, Certified Imaging Specialist, CDIA+

Highly experienced system architect and senior developer for Results Engineering projects.

Professional Experience

- Successful development and implementation of over 50 EDMS systems including multiple design award winners.
- Developed many web service interfaces and workflows for dozens of systems and clients.
- Designed and lead the development of CourtBase. Special court integration of OnBase to Maximus CourtView.
- Assisted in the design of the Doxonomy system and process for designing enterprise document management systems.
- Designed and lead the development of Kodak Archive Writer interface to Hyland OnBase for Courts.
- Designed and implemented accounts payable workflow system with web interface for large government agency. Used IBM Mainframe, Oracle, OnBase and AnyDoc.
- Designed and developed workflow system for medical records coding. Records scanned in hospitals around the country, OCR via ANYDOC, distributed to work from home medical coders via OnBase workflow.
- Legacy systems conversions experience to COLD and imaging systems on UNIX, NT, and Novell operating systems from various custom and canned systems for manufacturing, banking, real estate, and government entities.
- Created complete document control system for a radioactive waste facility, providing tracking of documents for waste, cradle to grave. Used scanning, COLD, and EDM Services. Used Novell and Oracle 8. for an aircraft parts manufacturer, designed and implemented an imaging system to store all part production information. Used MS NT and MS SQL Server 7.
- Developed COLD and Imaging systems to track all documentation related to order processing and accounting for a metals manufacturer, using NT Server with Sybase SQL Anywhere.

- Designed and implemented a WAN capture system for mortgages. The system is growing, but currently has 250 users in over 14 offices.
- Integrated a third-party scan bureau with Imaging System. NT and MS SQL Server.
- Implemented nationwide distributed workflow for a health care billing provider. Used Citrix, NT, and MS SQL Server.

Education & Training

University of Utah B.S. Finance, 1999

- Member Hyland OnBase CTO Roundtable 2004-Present

Additional Training and Certifications

- Complete Kofax Training, 1997
- Certified OnBase Installer, 1997
- Certified OnBase Web products, 1998
- Certified OnBase Workflow systems, 1999
- OnBase API and Advance Workflow 2003-2007
- IBM Content Manager and MQ, 2000
- CDIA Certification, 1997
- Fluent in Spanish

Jay MacVean

Help Desk Manager

Systems Analyst, EDMS Engineer & CDIA

Professional Experience

- **Help Desk Manager:** Manages support for RE. Manages online support system and fields Help Desk calls from customers. Facilitates and tracks issues through resolution.
- **Project Management:** On site project manager responsible for implementation of large Hyland OnBase system for a nuclear waste reprocessing and disposal firm. Met with department supervisors and end users about process improvements company wide. Projects ranged from redesigning forms for barcode and keyword export sets; digital Acrobat Forms and electronic signatures for internal forms; importing reports created by outside laboratories via COLD/PCL filter directly into our systems and; using bar code guns to automate data entry and document transmittals. System used Hyland OnBase, Oracle and Windows 2000.
- **County/City Experience:** Project Manager and implementer for Hyland OnBase solutions utilizing MS SQL Server for Ohio Counties; Lake, Greene, Wood and Clark. Areas for Wood County included Clerk of Courts, Probate Court, County Records Center, and Commissioners Office. Areas for Clark County included Municipal Court. Integrated the OnBase EDMS system with a Kodak Digital Archive Writer into Mohave County Arizona, Delaware County Ohio and the city of Gilbert in Arizona.
- **Management, Technical:** Recruited, hired, and supervised a staff of field technicians. The service area covered all of Utah and southern Idaho with more than 300 systems in use. Reduced response time from two days to four hours or less. Conducted field repairs, ordered parts, responsible for service vehicles. Responsible for inventory and purchasing. Provide support to the sales staff for demonstrations and trade shows. MSCE trained for Microsoft Networks and Windows NT.
- **Personal Traits:** Took service calls straight out of college with no prior field experience or OJT. Self taught in LMS and HP optical juke-box repair as well as Fujitsu scanners and laser printers.

Technology Background

- **Document Management:** Trained in the configuration and uses of several Imaging Platform tools including Hyland OnBase, LaserFiche, Alchemy, Image Now, and Adobe Acrobat. Trained in Cardiff Teleform Forms Processing software in 1998. Developed

several forms for automated data capture from paper and PDF documents. Has installed and serviced imaging systems since 1991.

Windows NT/200/2003 Classes Completed:

- 4.0 Server, 4.0 Workstation, 4.0 Core, Net Essentials, TCP/IP, IIS, Enterprise. Server 2003

Kofax VRS/AIPE:

- Specific focus on optimizing scanning platforms to Kofax capture tools utilizing combinations of Twain, ISIS, and the VRS/AIPE interface. Highly adept in scanner platforms from Kodak, Panasonic, Fujitsu, and Bell and Howell.

Computer Repair:

- Pentium, 486, SCSI, EIDE, ESDI. RAID systems.

Business Applications:

- Proficient in 95, 98, NT, Windows XP, DOS, Word, Excel, Power Point, Publisher, Outlook, Publisher, FAX, Email etc. Completed MS-Access 101 training.

Specialized Equipment Repair:

- Optical drives / Jukeboxes (HP, Panasonic, LMS, Plasmon)

Scanners

(HP, Fujitsu 3096, 3097, 3093 and Scan Partner)

Education & Training

Jefferson Community College, Watertown, NY AA 1973

State University at Oswego, NY B.A. English/Journalism 1975

Utah Technical College, Salt Lake City, UT AAS Electronics 1981

- NT 3.5 2000 / Windows 2000
- NSi AutoStore, OnBase, AnyDoc Certified
- Hyland Software – OnBase Administrator Training 2001-2006
- OCR For AnyDoc – Forms Processing Application Training 2005
- American Management Association – Project Management, Dec 2000
- Euridite of Salt Lake – Microsoft Certified Engineering 1996

Terry Skweres

Senior OnBase Workflow Developer

A leader possessing over 10 years of experience in Professional Services Management, Systems Analysis and Software Development. Experience includes a concentration in customizing Enterprise Content Management Systems implemented within various industries including Government, Manufacturing, Higher Education, Finance and Healthcare.

Technical Skills

Visual Basic	Microsoft Excel
Visual Studio 2003/2005	Microsoft Access
VB.NET	OnBase Document Management & Imaging
VBScript	OnBase Workflow
VBA	OnBase Workview
Java Script	OnBase API
HTML	ReadSoft Eyes & Hands Invoices
Microsoft SQL 6.5 -2008	OTG\Legato\EMC DiskXtender
Oracle Database 8-10	OTG\Legato\EMC EmailXtender
Microsoft Windows	OTG\Legato\EMC WorkflowXtender
NT/XP/2000/2003/Vista/Win7	OTG\Legato\EMC Enterprise Report
UNIX	Management (ERMx)
Microsoft Project	Esker Deliveryware
Microsoft Word	

PROFESSIONAL EXPERIENCE

Results Engineering Present, *Senior Workflow Developer and Project Lead*

OnBase Partner October 2000 – December 2009

Professional Services Manager (Developer/Systems Engineer)

- Managed full systems development lifecycle of client specific systems including: requirements definition, application/module design, coding, and testing through to installations. Manage and develop all client change order requests to new and to existing systems
- Developed applications, processes and methods for converting legacy Document Management\Imaging Systems to current technology Document Management\Imaging Systems
- Provided ongoing Level IV software support directly to clients and client development teams. Train and manage junior team members providing Level I-III software support
- Developed methods and where required created applications and scripts for converting many different Document Management\Imaging systems from older legacy models to OnBase, ApplicationXtender or to flat files (images with associated metadata text files) for importation into other more up to date Document Management\Imaging systems. Some examples of what I have

worked with converting in the past are; Minolta MIMS to OnBase or ApplicationXtender, ApplicationXtender to OnBase, iXOS for SAP to OnBase.

- Developed methods and where required created applications and scripts for converting many different Flat File Storage Document Management/Imaging system models (images with metadata as part of folder structure or metadata as part of a single text file or multiple text files) to OnBase, ApplicationXtender.

- Member of the Hyland Development Advisory Council at Hyland Software, the developers of the OnBase Enterprise Content Management Software

Fermi National Accelerator Laboratory, Batavia, IL April 1990 – October 2000

Quality Assurance/Quality Control Manager

- Developed and maintained all aspects of Quality Assurance and Process Engineering for all Conventional Magnet Projects. These responsibilities included project management, organizing, assigning all inspection activities, database development and document control. Implemented OnBase and performed system administration duties.

Computer Professional

- Maintained and installed all computer networks and developed DAQ programs and systems for the SSC Magnet Project, Main Injector Project in the Conventional Magnet Facility. Platform responsibilities included DOS, Windows, Macintosh, DEC/VAX and UNIX.

QA/QC Technical Procedures Writer

- Created the Technical Procedures for the SSC Magnet Project, Main Injector Project and the Conventional Magnet Facility by coordinating information from Drawings, Physicists, Engineers and the Production Floor Personnel.

QA/QC Database Manager/Data Analysis

- Developed and created Analysis Programs and Databases using the Sybase, SQL, IBM AS400, Macintosh Double Helix Database, and Fermi VAX to prepare the data for the Data Compliance Book for each Magnet Shipped for the SSC Magnet Project, Main Injector Project and the Conventional Magnet Facility.

United States Marine Corps 1981 – 1990 Active Duty and 1990 – 1993 Reserves

Flightline Shop Supervisor, Technical Publications Librarian, Quality Assurance Inspector, Material Control Supervisor, Helicopter Mechanic, Crew Chief, Plane Captain, Squadron Computer Support and DB Development.(some positions held simultaneously)

Education & Training

Elgin Community College

Computer Aided Design & Drafting Associates Degree

Certifications

- OTG\Legato\EMC DiskXtender
- OTG\Legato\EMC EmailXtender
- OTG\Legato\EMC ApplicationXtender
- OTG\Legato\EMC WorkflowXtender
- OTG\Legato\EMC Enterprise Report Management (ERMx)
- OnBase Installer, Hyland Software
- OnBase Administration, Hyland Software
- ReadSoft Eyes & Hands Invoices
- ReadSoft Eyes & Hands Forms
- Esker Deliveryware
- Intransa IP Storage
- CDIA+
- MCP

Andrew McCollum

ECM Engineer

Extensive experience with the OnBase ECM platform, worked as a Software Trainer with the Education Services Department of Hyland Software. Understands the technical environmental variables, modules, and administration that go into an enterprise software implementation. Kept current with insurance licensing and industry trends as a part time Independent Insurance Agent therefore, understands the dynamic rules, law, governance, and contracts specific to the insurance industry.

Professional Experience

Hyland Software 2006 – 2009

Education Services Trainer 2008-2009

- Train partners and customers about the Installation and Administration of their OnBase solution(s)
- Consistently research and test the newer builds of OnBase
- Update training material as needed
- Provide creative feedback to lesson plans /class structure
- Assist with other classes as needed

OEM Account Manager 2007-2008

- Training of sales strategies to OEM partnerships
- Development of strategic account partnerships
- Sales of OnBase solutions through partners
- Support for OEM partners
- Further development of the OnBase solution for OEM partnerships
- Heading up special project as deemed necessary by upper management

Insurance Agency & Broker Specialist 2006-2007

- Develop relationships with VAR's who have interest in selling to Insurance Agencies and Brokerages
- Sell OnBase Solutions through VAR's
- Support VAR's and help with PO routing internally
- Help development of OnBase to be tailored to Insurance Agencies and Brokers
- Educate and train VAR's
- Manage all insurance agency accounts
- Work on Strategic project as deemed necessary by upper management

Vice President, McCollum Insurance 1997- 2006

- Acquiring new clients
- Advising clients of proper insurance coverage
- Insurance review/re-quote
- Underwriting
- Servicing policies
- Preparing proposals, applications, and signature & check letters
- Meeting with Insurance Sales Reps/Underwriters
- Meeting with clients as needed
- Proficient in multi-line online quoting software
- Technical advisor for the agency

Education & Training

Cuyahoga Community College 1997-2000

Baldwin Wallace College, 2000-2001

The Ohio State University, 2001

Hondros College, 2002

CDIA+ (Certified Document Imaging Architect, CompTIA)

ECMp (Enterprise Content Management Practitioner, AIIM)

Microsoft Solution Selling Trained

OCI (OnBase Certified Installer)

Ohio Property and Casualty Insurance Licensed

Ohio Life and Health Insurance Licensed

Proficient with:

Microsoft SQL 2000 and SQL 2005

OnBase

Microsoft Office

Microsoft XP/Vista OS

Jeremy Patterson

OnBase Workflow Developer

Document Imaging and Workflow Consultant, Senior Internet Developer, CDIA+

Professional Experience

Document Imaging & Workflow Consultant, Results Engineering 2006–Present

- Gather requirements and design document imaging and workflow solutions.
- Enhance existing document imaging and workflow applications.
- 6\07-8\08 City of Toledo - developed a WF for their Tax division that their auditors used to process tax returns.
- 8\08-11\08 Cleveland Schools - did a workflow that is used to process their federal free/reduced meal program. This included getting data from AnyDoc and integrating with their point of sale application WinSnap.
- 12\08-3\08 Morris County - developed a workflow for resolutions and ordinances and another workflow to process personnel requests.
- Troubleshoot issues with existing solutions.
- Manage development projects by external vendors.
- Manage communication of project progress to client and ensure delivery obligations are met per detailed design and contract.

Senior Internet Developer/Team Lead, Expesite Columbus, Ohio 2004–2006

Managed all VB.NET Web Service integration enhancements and production issues

- Led “Performance Programming” initiative to improve scalability.
- Served as technical lead for a team of 10 developers.
- Wrote and reviewed design documents.
- Managed hotfixes for production issues.
- Performed final code reviews for new functionality and production fixes.
- Serve as DBA for development environment.
- Served as IIS administrator for development and test environments.

- Troubleshoot performance issues using Profiler, IIS Logs and Query Analyzer.
- Coordinated the development of larger projects. This included making sure they were divided into smaller parts, assigned based on skill level and completed on time.

Web Developer (7/2004-11/2004)

- Designed and modified VB COM classes to provide new functionality.
- Wrote numerous stored procedures in SQL Server.
- Performance tuned stored procedures and SQL queries using profiler, query analyzer and IIS logs.
- Created/modified ASP pages to consume changes made to VB COM middle-tier.
- Provided advice for design and implementation specifications.

Technical Consultant, Manifest Corp. Columbus, Ohio 2000-2004

- Developed software applications using Microsoft technologies such as Visual Studio, Visual Studio .NET, Visual Basic 6.0, ASP, SQL Server and Access 97/2000.
- Used COM+ to develop applications with 3-tier architecture.
- Performed database design and development for all projects.
- Met with clients to gather business requirements.
- Responsible for all search engine optimization (SEO) initiatives, and to make sure that all future designs follow industry accepted SEO guidelines.
- Provided post-implementation support for all applications.
- Responsible for research and development of new products and how to incorporate them into our offerings.

Web Developer/ IT Recruiter (10/2000-6/2002)

- Lead developer for Web application that automated a fully manual process. This included an administrative section that automated the back office processes as well.
- Worked on five other Web sites that included mostly front-end work using HTML, CSS and JavaScript for DHTML.
- Met with clients to gather requirements.
- Responsible for post-implementation support of applications.
- Recruited IT professionals for consulting positions.

Computer Technician, QualXServ Columbus, OH

- Performed Dell and Sears warranty work on commercial and residential PCs and laptops all across Ohio.
- Installed parts and troubleshoot problems with Dell and Sears customer service agents.

Technical Support Representative, CallTech Columbus, OH

- Assisted BellSouth ISP customers with connectivity and e-mail issues.
- Installed software and configured e-mail and dial-up networking.
- Gave customers basic lessons on using the Internet and e-mail.

Technical Skills

VB 6.0, VBScript, JavaScript, ASP, SQL Server 2000, Access 97/2000, COM+, VB.NET, QuickBooks SDK 1.1, VeriSign Payflow Pro SDK, SQL, T-SQL, HTML, WebPosition Gold, WordTracker, OptiLink

Education & Training

Sinclair Community College, Dayton, OH 1998-2002

A.S. Computer Information Systems

- Certified OnBase Installer 2007
- Certified OnBase Workflow Developer 2007
- Hyland Introduction to OnBase Installation
- Hyland Tech Quest (Workflow and Reporting Services)
- Kofax LCI Module for document classification
- ComptTIA CDIA+
- Microsoft SQL Server 2000 Programming
- Brainbench:

5: References

Provided for your review are 3 client references. We chose to provide one County Government enterprise with a focus on courts, one Federal Government account to demonstrate our ability to provide long distance support, and one commercial account to demonstrate our diversity. Please let us know if you require assistance in contacting these customers or facilitating a visit.

(1) Client Name:	Wood County
Address:	One Courthouse Square
City, State, Zip Code:	Bowling Green, OK 43402
Project Manager:	Cindy Hofner
Telephone Number:	414-354-9286
E-mail:	chofner@co.wood.oh.us
Description of Project:	Countywide implementation which started with the Clerk of Courts and later spread to CSEA, the Commissioners, Probate Court, and others. Includes Application integration.
Term of Project:	June 2008 to Current
(2) Client Name:	Government Printing Office
Address:	732 North capitol Street NW
City, State, Zip Code:	Washington DC 20401
Project Manager:	Rowland Wilson
Telephone Number:	(202) 512-0179
E-mail:	rwilson@gpo.gov
Description of Project:	OnBase and Imaging projects have been ongoing for 17 years.
Term of Project:	1997 - Current
(3) Client Name:	Greif, Inc.
Address:	366 Greif Parkway
City, State, Zip Code:	Delaware, Ohio 43015
Project Manager:	Sriram Nagarajan
Telephone Number:	740-657-6923
E-mail:	Sriram.Nagarajan@greif.com
Description of Project:	Enterprise ECM with Accounts Payable Integration to 3 different accounting systems.
Term of Project:	2002 to Current

6: Fee Structure

Results Engineering is offering the following hourly fee structure for future services. All Service prices are exclusive of Travel and Expenses which are billed as incurred.

Service	Cost
Results Engineering Software Installation Services	\$125.00 per hour
Results Engineering Development Services	\$165.00 per hour
Results Engineering Workflow Development Services	\$165.00 per hour
Results Engineering Upgrade Services	\$165.00 per hour
Results Engineering Support Services (non maintenance items)	\$165.00 per hour

Results Engineering will provide maintenance for the OnBase and AnyDoc modules listed in the subsequent quote as follows.

Software/Hardware	License	# of Licenses	Cost per Unit	Total Cost
	Scan License	3	1 @ 905.45 2 @ 631.85	\$2,169.15
	Verifying License	10	\$470.25	\$4,702.50
AnyDoc	Key on Server	2	1 @ \$1,144.85 AnyDoc maint. Report indicates only 1 Full Server Lic.	\$1,144.85
Version 4.0	Config/Admin Keys	2	Not shown as separate item on AnyDoc maintenance report.	N/A
	Upgrade Fee			\$4219.20
OnBase	Concurrent Client	100	\$176.27	\$17,626.80
Version 5.2	Document Import Processor	1		\$734.45
	Multi User Server	1		\$734.45
	Named User Client	56		\$4,935.50
	Storage Integration of EMC Centera	1		\$2,937.80
	Virtual Print Driver	1		\$734.45
	Workflow Departmental Server	1		\$1,468.90
	Workflow Named User Client	31		\$2,276.80
	Workstation Client	1		\$88.13
OnBase COLD	N/A	N/A		\$1,501.50
Fax Server – COPIA	N/A	N/A	\$425.00 Per line – Additional info required.	\$425.00

Results Engineering

October 21, 2010

Additional Items	License	Units Needed	Unit Cost	Total Cost
AnyDoc	Scan License	3	\$2,904.00 + Maintenance	\$10,672.00
	Verifying License	6	\$2,420.00 +Maintenance	\$17,787.00
OnBase	Named User Client	24	\$480 + maintenance	\$13,635.22
	Workflow Named User Client	6	\$400 + maintenance	\$2,840.67
Full Processing Station Expansion from 1.2M/year to 3.0M/year	N/A	1	\$5695.00 + Maintenance	\$6,720.00
Future Customizations		5	\$165	\$825

Grand Total = \$98,146.57

Additional / Optional Services	
Description	Total Cost
OnBase Upgrade from version 5.2 to 10.0 (year 1)	\$19,800.00
1 – OnBase upgrade per Year (subsequent years) paid with annual maint.	\$13,500.00
Note: Upgrade quotes are estimates based upon current understanding of the system. Customer will be billed for actual time required to implement the initial upgrade. Subsequent year upgrades will be provided on a fixed cost basis following the initial upgrade. Price listed is an example of the level of discount provided for including upgrades as part of annual maintenance.	
AnyDoc Upgrade Services	\$6,600.00
7 x 24 Support Services	
OnBase 24 x 7 Uplift for current modules (Year 1)	\$7,140.00
OnBase 24 x 7 Uplift for new modules (Year 1)	\$560.00
AnyDoc 24 x 7 Uplift for current modules (Year 1)	\$2,300.00
AnyDoc 24 x 7 Uplift for new modules (Year 1)	\$1,390.00

Years 2 & 3 Maintenance

Year	Maintenance %	Discount List
2012	19.0%	\$49,183.71
2013	19.5%	\$50,144.84

Price increases for years 2 and 3 are based upon an established increase schedule of 18% to 20% by .5% increments over the next 4 years as demonstrated in the table below. The increase was established by Hyland Software and does not take into account discounts applied by Results Engineering for this proposal.

Year	Maintenance
2011	18.5%
2012	19.0%
2013	19.5%
2014	20.0%
2015	20.0%

7: Services Agreement (Sample)

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into to be effective as of the ___ day of _____ 20__ (the "Effective Date"), by and between _____ a(n) _____ with offices at _____ (hereinafter referred to as "CUSTOMER"), and Reengineering Consultants, Ltd., an Ohio limited liability company, d/b/a Results Engineering, with offices at 130 Wetherby Lane, Westerville, Ohio 43081 (hereinafter referred to as "CONSULTANT").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, CUSTOMER and CONSULTANT hereby agree as follows:

1. Services and Scope of Work.

- 1.1 Services. CONSULTANT agrees to provide to CUSTOMER certain consulting services as such services are described on Schedules which may be agreed to and executed from time to time by both parties to this Agreement (the "Schedules," and such services described therein collectively are the "Services"), each of which Schedules shall be consecutively numbered, incorporated herein and annexed hereto. CUSTOMER agrees that CONSULTANT shall have reasonable access to CUSTOMER's staff, resources and facilities as necessary to perform the Services. Such Services shall be provided in accordance with the provisions of this Agreement and the applicable Schedule and will be on either a fixed price or time and materials basis, as specified in the applicable Schedule. Each Schedule shall contain the information set forth in Exhibit 1 Statement of Work hereto, as applicable and as otherwise mutually agreed.

CUSTOMER acknowledges and agrees that the Services described in a Schedule shall include consulting services provided directly by CONSULTANT to CUSTOMER, which may consist, in part, of installation, configuration and related services for software and hardware products provided to CUSTOMER by a third party (the "Third-Party Products"), to be coordinated with services provided to CUSTOMER by a third party (the "Third-Party Services"). Any such Third-Party Products and Third-Party Services shall be provided pursuant to a separate agreement(s) between CUSTOMER and the applicable third party provider. As provided in a Schedule, CONSULTANT may act as payment agent for the third-party providers thereof.

In the event of a conflict between the provisions of this Agreement and any Schedule, the provisions of this Agreement shall prevail except to the extent a Schedule expressly references a specific provision in this Agreement and the section number in which it appears and indicates that it supersedes such provision; provided, however, that a Schedule's ability to supersede shall only apply for that particular Schedule and shall in no circumstances apply to provisions contained in Sections 1, 6 and 7 of this Agreement.

- 1.2 Scope of Work. A statement of scope of work shall be included in each Schedule. Each such statement will contain a description of the tasks to be performed by CONSULTANT, the deliverables and documentation to be delivered by CONSULTANT, specifications for each deliverable, a schedule of performance, a schedule of payments and a statement of

CONSULTANT's then-current rates, if applicable. Except to the extent a Schedule provides otherwise, CONSULTANT shall supply the necessary equipment (including computers and necessary peripherals), tools, supplies and other items necessary to perform the Services.

- 1.3 Customer Responsibilities. CUSTOMER acknowledges and agrees that CONSULTANT's timely performance of the Services will be dependent on CUSTOMER's (i) ability to make timely decisions and approvals during the performance of work under a Schedule, and (ii) timely performance of those tasks expressly allocated to CUSTOMER under the applicable Schedule. The schedule of performance as set forth in the applicable Schedule will be adjusted, and CONSULTANT's time for performance will be extended, to the extent that required resources, decisions or approvals of CUSTOMER are delayed; provided, however, that any such adjustment shall be made in accordance with the change management process described in such Schedule. CONSULTANT shall be entitled to rely on all decisions and approvals of CUSTOMER made in connection with the Services.

2. CONSULTANT Personnel.

- 2.1 CONSULTANT Project Manager. CONSULTANT will appoint for each Schedule a qualified member of its staff to act as project manager (the "**CONSULTANT Project Manager**"), whose duties shall be to act as liaison between CUSTOMER and CONSULTANT. The CONSULTANT Project Manager shall have the authority and power to make decisions with respect to actions to be taken by CONSULTANT under the Schedule. The amount, if any, to be charged CUSTOMER for the Services of the CONSULTANT Project Manager shall be expressly indicated in the Schedule.
- 2.2 CONSULTANT Staff. CONSULTANT will provide adequate staff to complete the Services as set forth in the Schedule.
- 2.3 Independent Contractor. CONSULTANT is an independent contractor. Neither CONSULTANT nor CONSULTANT's employees are, or shall be deemed for any purpose to be, employees of CUSTOMER. CUSTOMER shall not be responsible to CONSULTANT, CONSULTANT's employees or any government body for any payroll-related taxes related to the performance of the Services. Unless provided otherwise, all references in this Agreement to CONSULTANT employees or personnel shall include Subcontractor (as defined in Section 9.3) employees and personnel.
- 2.4 Subcontractors. CONSULTANT may subcontract all of a portion of the Services to a third party. Each such subcontractor is a "**Subcontractor**" under this Agreement. In each instance where CONSULTANT has subcontracted CONSULTANT's duties or obligations, CONSULTANT will enter into a written agreement with the Subcontractor containing provisions consistent with Section 7 of this Agreement.

3. Project Management.

- 3.1 Customer Project Manager. CUSTOMER shall designate a project manager for each Schedule (the "**CUSTOMER Project Manager**") who shall act as a liaison between CUSTOMER and CONSULTANT and have the authority and power to make decisions with respect to actions to be taken by CUSTOMER under the Schedule.

- 3.2 Progress Reports and Meetings. CONSULTANT shall submit progress reports to the CUSTOMER Project Manager every month during the term of each Schedule and/or as CUSTOMER may reasonably request from time to time. Such progress reports will detail work performed to date, estimated time and cost to complete and such additional details as are specified in the applicable Schedule. If reasonably requested by CUSTOMER or CONSULTANT, the parties shall hold status meetings, which may be telephonic meetings, at times mutually agreeable to the parties in order to review the status of work under a Schedule.
4. **Fees, Expenses, Records and Taxes.**
- 4.1 Fees. CONSULTANT agrees to invoice CUSTOMER ten (10) days in arrears for Services provided to CUSTOMER by CONSULTANT under each Schedule which specifies that Services performed thereunder are to be performed on a time and materials basis. CONSULTANT agrees to invoice CUSTOMER for Services provided to CUSTOMER by CONSULTANT under each Schedule which specifies that Services performed thereunder are to be performed on a fixed price basis in accordance with the schedule of payments set forth in the Schedule.
- 4.2 Expenses. In addition, CONSULTANT shall invoice CUSTOMER monthly in arrears for expenses incurred as a result of performing services in accordance with any Schedule. Such expenses shall be limited to reasonable out-of-pocket expenses necessarily and actually incurred by CONSULTANT in the performance of its Services hereunder, provided that: (i) CUSTOMER has given its prior consent for any such expenses; (ii) the expenses have been detailed to CUSTOMER and submitted to the appropriate CUSTOMER Project Manager for review; and (iii) if requested by CUSTOMER, CONSULTANT submits supporting documentation in addition to any expense description or form.
- 4.3 Review of Fees and Expenses. CONSULTANT will submit the fees, charges and/or expenses to be invoiced for Services performed and the applicable time reports or documentation under any Schedule to the CUSTOMER Project Manager for approval concurrent with actual invoicing. The fees, charges and/or expenses invoiced in accordance with this Section, except for any amounts disputed in good faith by CUSTOMER, shall be payable by CUSTOMER within thirty (30) days of CUSTOMER's receipt of each invoice.
- 4.4 Records. CONSULTANT shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting principles, to substantiate CONSULTANT's fees, charges and expenses hereunder, and CONSULTANT shall retain such records for a period of one (1) year from the date of final payment under any Schedule. Such records shall be made available to CUSTOMER and its representatives at all reasonable times, upon at least five (5) business days advance written notice, for examination, audit, inspection, transcription and copying.
- 4.5 Taxes. CUSTOMER agrees to pay the amount of any properly imposed sales, use, excise or similar taxes applicable to the performance of the Services, if any, or, in lieu thereof, CUSTOMER shall provide CONSULTANT with a certificate acceptable to the taxing authorities exempting CUSTOMER from payment of these taxes.
- 4.6 Past Due Amounts. Any undisputed amounts not paid in full within thirty (30) days following

CUSTOMER's receipt of the invoice therefor shall be considered past due. CUSTOMER agrees to pay interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, if less, on all past due amounts.

5. Acceptance of Services.

5.1 Specifications. Specifications for each deliverable shall be described in or attached to the applicable Schedule or in a separate document referenced in the Schedule (the "**Specifications**"). The Specifications for each deliverable shall be jointly developed and mutually agreed to in writing by CUSTOMER and CONSULTANT before work commences under the Schedule, when possible, or as soon as possible but in no event later than thirty (30) days in advance of the date identified in the Schedule for delivery of the deliverable involved. If CUSTOMER in good faith cannot agree to the Specifications proposed by CONSULTANT, CUSTOMER may terminate the relevant Schedule upon written notice to CONSULTANT; in such event, CONSULTANT shall retain any and all fees paid by CUSTOMER for work up to such termination, CUSTOMER shall have no further financial obligation to CONSULTANT, and all such Specifications shall be the sole and exclusive property of CONSULTANT.

5.2 Acceptance Testing. Each deliverable shall be subject to acceptance testing by CUSTOMER to verify that the deliverable materially conforms to the Specifications. Acceptance testing for any deliverable shall commence within five (5) working days of the date on which CONSULTANT notifies the CUSTOMER Project Manager, in writing, that the deliverable has been satisfactorily completed, in CONSULTANT's opinion, is ready for acceptance testing by CUSTOMER, and has been delivered to CUSTOMER. Acceptance testing shall begin thereafter for the period of time specified in the applicable Schedule or, if no such time period has been designated therein, for up to thirty (30) consecutive days (the "**Initial Testing Period**").

In the event that CUSTOMER in good faith determines that any deliverable does not materially conform to the Specifications within the Initial Testing Period described above, CUSTOMER shall give CONSULTANT written notice thereof, describing in detail the nature of the non-conformance. Thereafter, CUSTOMER shall cooperate with CONSULTANT in CONSULTANT's investigation of the reported non-conformance and the circumstances surrounding such non-conformance. If the deliverable does not in fact materially conform to the Specifications, CONSULTANT shall promptly correct any deficiencies which prevent such deliverable from materially conforming to the Specifications. Upon completion of the corrective action by CONSULTANT, CUSTOMER may again perform acceptance testing in accordance with the procedures set forth in this Section 5.2 for a period of time equal in duration to the Initial Testing Period applicable to such deliverable (each, a "**Retest Period**"), and CONSULTANT shall again promptly correct any deficiencies which prevent such deliverable from materially conforming to the Specifications. Except as otherwise set forth in the applicable Schedule, corrective actions and retesting for acceptance will be repeated until the deliverable has successfully materially conformed to the Specifications.

Notwithstanding anything to the contrary in this Agreement or any Schedule, if the deliverable does not materially conform to the Specifications within ninety (90) days after the end of the Initial Testing Period described above, CUSTOMER or CONSULTANT may immediately terminate the applicable Schedule without any further obligation or liability of any kind thereunder except amounts which may be due for services up to such termination, as set forth in

the applicable Schedule.

When and if the deliverable has successfully materially conformed to the Specifications, CUSTOMER shall accept the deliverable and give CONSULTANT written notice thereof. If CUSTOMER does not notify CONSULTANT in writing that the deliverable fails to materially conform to the Specifications prior to the expiration of the Initial Acceptance Period or any applicable Retest Period, the deliverable shall be deemed accepted upon such expiration.

6. Indemnity.

- 6.1 Consultant Indemnity. CONSULTANT agrees to defend, at its own cost and expense, indemnify and hold CUSTOMER and its officers, directors, employees, agents, affiliates, successors and assigns harmless from and against any and all claims, demands, actions, liabilities, losses, damages, or expenses (including reasonable attorneys' fees) arising out of or relating to any of the following: (a) a breach by CONSULTANT of its representation and warranty in Section 8.1(c); or (b) personal injury (including death) or damage to tangible personal or real property caused by willful or grossly negligent acts by CONSULTANT or any of its representatives, as well as any claim for payment of compensation or salary asserted by an employee of CONSULTANT.

If CUSTOMER's use of any Consultant Material furnished to CUSTOMER by CONSULTANT is enjoined by any court, CONSULTANT shall, at no expense to CUSTOMER, do one of the following at CONSULTANT's option: (i) obtain the right to continue the use of the items so enjoined or, (ii) provide CUSTOMER promptly with substitute items that are functionally equivalent to the enjoined items, or (iii) refund to CUSTOMER the fees paid with respect to the item whose use was so enjoined.

The provisions of this Section 6.1 shall survive any termination or expiration of this Agreement.

- 6.2 Customer Indemnity. CUSTOMER agrees to defend, at its own cost and expense, indemnify and hold CONSULTANT and its officers, directors, employees, agents, affiliates, successors and assigns harmless from and against any and all claims, demands, actions, liabilities, losses, damages, or expenses (including reasonable attorneys' fees) arising out of or relating to personal injury (including death) or damage to tangible personal or real property caused by willful or grossly negligent acts by CUSTOMER or any of its representatives. The provisions of this Section 6.2 shall survive any termination or expiration of this Agreement.
- 6.3 Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM, LOSS OR DAMAGE UNDER THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR SERVICES UNDER THE SCHEDULE TO WHICH SUCH CLAIM, LOSS OR DAMAGE RELATES. Notwithstanding the foregoing, no limitations of liability shall apply in the following instances: (a) any instance in which a party has an obligation to indemnify, defend or hold the other party harmless; (b) CONSULTANT breaches its non-disclosure obligations regarding CUSTOMER's Confidential Information; (c) CUSTOMER breaches its non-disclosure obligations regarding the

Consultant Material; or (d) CUSTOMER's liability to CONSULTANT for lost profits and other damages attributable to CUSTOMER's infringement of CONSULTANT's proprietary rights.

6.4 Insurance. Unless otherwise provided in a Schedule, during the term of this Agreement CONSULTANT shall maintain without lapse the following types of insurance, in the following amounts:

General Liability	\$2 million per occurrence
Errors and Omissions Liability	\$1 million per occurrence
Automobile Liability	\$1 million per occurrence
Workers' Compensation	Statutory coverage
Employer's Liability	\$1 million each accident/employee/policy limit

Upon request, CONSULTANT shall provide CUSTOMER with certificates of insurance evidencing such coverage.

7. Confidentiality and Proprietary Rights.

7.1 Confidentiality. CONSULTANT acknowledges that CUSTOMER is the owner of, and licenses from others, valuable trade secrets and other confidential information that CONSULTANT knows or should know are confidential to CUSTOMER (including, but not limited to, financial data, personnel information, records, projections, sales and marketing data, business operations, vendor lists, customer lists, computer systems and software) based on the nature of the information or the circumstances of the disclosure. All such information owned by CUSTOMER or licensed by CUSTOMER and services rendered by CUSTOMER is hereinafter collectively referred to as "**Confidential Information**."

7.2 Non-Disclosure. CONSULTANT agrees that, except as expressly set forth in this Agreement or as otherwise directed by CUSTOMER, CONSULTANT will not, from the date of first association and at any time during or after the term of this Agreement or any Schedule, use any Confidential Information for CONSULTANT's own benefit or the benefit of another or disclose any Confidential Information to any person. Upon termination of this Agreement, or sooner if requested by CUSTOMER, CONSULTANT will return to CUSTOMER all documents, papers that contain such Confidential Information.

CONSULTANT shall ensure that any and all copies of the Confidential Information made by it display the respective owner's patent, copyright, trade secret or other proprietary notices in such manner and location as to give reasonable notice of the rights of the owner thereof. Any and all copies of the Confidential Information made by CONSULTANT shall remain the sole and exclusive property of CUSTOMER.

7.3 Injunctive Relief. CONSULTANT acknowledges that disclosure of any Confidential Information by CONSULTANT in violation of this Agreement will give rise to irreparable injury to CUSTOMER, inadequately compensable in damages. Accordingly, CUSTOMER or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. CONSULTANT acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of CUSTOMER and are reasonable in scope and

content.

7.4 Proprietary Rights.

- 7.4.1 Consultant Material. For the purposes of this Agreement, "**Consultant Material**" includes, but is not limited to, all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, secret processes, trade secrets, trademarks, copyrightable or patentable subject matter or any other work or deliverable developed or produced by CONSULTANT to CUSTOMER during the performance of any Schedule by CONSULTANT or CONSULTANT employees whether individually or jointly with CUSTOMER personnel. CUSTOMER expressly acknowledges that all right, title and interest to all Consultant Material and all copies thereof are the sole property of CONSULTANT and are subject to the confidentiality restrictions provided for in Section 7.4.4 below. Any Consultant Material consisting of computer software shall be delivered to CUSTOMER by CONSULTANT in both source code and object code forms, together with any documentation related thereto.
- 7.4.2 License Grant. Subject to the terms and conditions of this Agreement and payment in full of all fees due CONSULTANT, CONSULTANT grants to CUSTOMER, a royalty-free, irrevocable, worldwide, non-exclusive, perpetual right, limited solely to CUSTOMER's internal business purposes, to use and reproduce all Consultant Material delivered to CUSTOMER. In addition, CUSTOMER shall have the right, solely for CUSTOMER's internal business use, to prepare or have prepared, modify or have modified, use and reproduce, derivative works of such Consultant Material solely for CUSTOMER's benefit.
- 7.4.3 Access by Third Parties. Third party contractors and consultants under contract to CUSTOMER may access and use the Consultant Material solely in connection with their provision of services to CUSTOMER and solely within the scope of the license set forth in Section 7.4.2; provided, however, that any such third party contractor or consultant has agreed in writing to abide by the confidentiality restrictions set forth in Section 7.4.4, below.
- 7.4.4 Non-Disclosure of Consultant Material. CUSTOMER agrees that, except as set forth in Section 7.4.3 of this Agreement, CUSTOMER will not at any time during or after the term of this Agreement or any Schedule disclose, or permit to be disclosed, any Consultant Material to any person, or permit any person to examine and/or make copies of any reports or any documents prepared by CONSULTANT or that come into CUSTOMER's possession or under CUSTOMER's control by reason of CONSULTANT's services. CUSTOMER shall ensure that any and all copies of the Consultant Material or any derivative thereof made by CUSTOMER display the respective owner's patent, copyright, trade secret or other proprietary notices in such manner and location as to give reasonable notice of the rights of the owner thereof. CUSTOMER acknowledges that disclosure of any Consultant Material by CUSTOMER in violation of this Agreement will give rise to irreparable injury to CONSULTANT inadequately compensable in damages. Accordingly, CONSULTANT may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. CUSTOMER acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of CONSULTANT and are reasonable in scope and content.

8. Warranties.

- 8.1 CONSULTANT Warranties. CONSULTANT warrants and represents that: (a) each of its employees assigned to perform services under any Schedule shall have the skills, training and background so as to be able to perform Services in a competent and professional manner and that all Services will be performed in accordance with the applicable Schedule; (b) CONSULTANT has the full and unrestricted right, power and authority to enter into this Agreement and to perform CONSULTANT's obligations in accordance with the terms of this Agreement; (c) Consultant Material will not infringe upon any copyright or trade secret of any third party; (d) CONSULTANT's performance of the Services does not and will not violate any (i) applicable law, rule or regulation or (ii) agreement, obligation or understanding (whether oral or written) to which CONSULTANT is a party; and (e) CONSULTANT has full rights to grant to CUSTOMER the rights and licenses set forth in Section 7.4.2.
- 8.2 Exclusions. The warranties set forth in Section 8.2.1 above shall not apply to the extent that any breach thereof is due to any of the following: (i) any change or modification made to any deliverable by any party other than CONSULTANT or any Subcontractor (and/or such other provider of Third-Party Services, as provided in a Schedule); (ii) any accident, neglect or misuse by any party other than CONSULTANT or any Subcontractor (and/or such other provider of Third-Party Services, as provided in a Schedule); (iii) CUSTOMER's failure to perform its obligations under this Agreement or the applicable Schedule; or (iv) CUSTOMER's failure to acquire and configure equipment other than in accordance with the Specifications.
- 8.3 Disclaimer of Warranty. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES AND THE DELIVERABLES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT MAKES NO WARRANTIES WITH RESPECT TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES.**
- 8.4 Customer Warranty. CUSTOMER warrants and represents that: (a) it has the full and unrestricted right, power and authority to enter into this Agreement and to perform its obligations in accordance with the terms of this Agreement; (b) CUSTOMER's performance of its obligations hereunder or under any Schedule will not violate any (i) applicable law, rule or regulation or (ii) agreement, obligation or understanding (whether oral or written) to which CUSTOMER is a party; and (c) CUSTOMER either owns or has sufficient rights to grant CONSULTANT the rights of access and use of its Confidential Information as may be necessary to perform the Services.

9. General.

- 9.1 Term and Termination. This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter unless and until terminated in accordance with the provisions of this Agreement.

In the event of any material breach of this Agreement or any Schedule by either party, the non-breaching party may terminate this Agreement or such Schedule by giving thirty (30) days' prior written notice thereof to the breaching party, provided, however, that this Agreement and/or such

Schedule shall not terminate at the end of said thirty (30) days' notice period if the party in breach has cured the breach prior to the expiration of said thirty (30) days. In the absence of a material breach of this Agreement or any Schedule, CUSTOMER may terminate for its convenience this Agreement or any Schedule hereunder by giving CONSULTANT four (4) weeks prior written notice of its election to terminate said Agreement or Schedule.

Upon any termination of this Agreement or any Schedule, CUSTOMER agrees to pay CONSULTANT for all expenses incurred and fees for Services performed, up to the effective date of termination ("**Final Payment**"). Immediately following any termination described herein and upon CONSULTANT's receipt of Final Payment, CONSULTANT shall furnish to CUSTOMER all Consultant Materials that are complete (to the extent not already delivered) and work in progress or portions thereof. CUSTOMER shall have no license rights to Consultant Material, either complete and incomplete, unless CUSTOMER has made payment in full to CONSULTANT for all expenses incurred and fees for Services performed. All rights and obligations herein that become absolute before expiration or termination or that are of a continuing nature will survive any expiration or termination for any reason.

- 9.2 Work Rules. Unless otherwise agreed to by the parties, CONSULTANT's personnel and CONSULTANT's Subcontractors, shall observe the working hours, and reasonable working rules and policies of CUSTOMER (of which CONSULTANT must be advised of in advance) while working on CUSTOMER's premises.
- 9.3 Assignment. This Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this Section 9.3 shall be void.
- 9.4 Notices. Any notices or communication under this Agreement shall be in writing and shall be hand delivered or sent by certified or registered mail, return receipt requested, to the party receiving such communication at the address specified in the initial paragraph of this Agreement or such other address as either party may in the future specify to the other party.
- 9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby shall be adjudicated by the state and federal courts located in the State of Ohio.
- 9.6 Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- 9.7 Waiver. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
- 9.8 Complete Agreement; Modifications; Counterparts. This Agreement, any Exhibits, and each Schedule attached hereto and incorporated herein set forth the entire understanding of the parties as to the subject matter therein and may not be modified

except in a writing executed by both parties. No modification, amendment, supplement to or waiver of this Agreement or any Schedule hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties. This Agreement and any Schedule may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

- 9.9 Severability. In the event any one or more of the provisions of this Agreement or of any Schedule is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.
- 9.10 Non-Solicitation; Non-Hiring. Unless otherwise mutually agreed to by the parties in writing, CONSULTANT and CUSTOMER agree not to hire or to solicit the employment of any personnel of the other who have been directly or indirectly associated with CONSULTANT's work effort under any Schedule during the term of such Schedule and for a period of twenty-four (24) consecutive months thereafter.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement to be effective as of the Effective Date.

CUSTOMER: _____

By: _____

Name: _____

Title: _____

CONSULTANT: REENGINEERING
CONSULTANTS, LTD.

By: _____

Name: _____

Title: _____

8: Required Forms

- follow

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Results Engineering

Authorized Signature: [Signature] Date: 10/12/10

State of Ohio

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 12th day of October, 2010.

My Commission expires 8/18, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



DAVID M. CHAPMAN
Notary Public, State of Ohio
My Commission Expires
August 18, 2015