



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
WWV12871

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY

VENDOR

ImageSoft Inc.
 25900 W. 11 Mile Rd.
 Suite 100
 Southfield, MI 48034

SHIP TO

WORKFORCE WEST VIRGINIA
 OFFICE OF ADMIN. SUPPORT-5302

 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 304-558-2631

DATE PRINTED 09/20/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/18/2011	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-07		
<p>APPLICATIONS SOFTWARE FOR MICROCOMPUTER SYSTEMS</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA, IS SOLICITING BIDS FOR ADDITIONAL ANY DOC LICENSES AND ON BASE LICENSES PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OF VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 10/06/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT, THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

RECEIVED
2011 OCT 18 A 10:10
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE (888) 315-3901	DATE 10/17/2011
TITLE President	FEIN 38-3314929	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO THIS RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/20/2011				

BID OPENING DATE: 10/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: WWV12871</p> <p>BID OPENING DATE: 10/18/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- (248) 948-8146 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (888) 315-3901	DATE 10/17/2011
TITLE President	FEIN 38-3314929	ADDRESS CHANGES TO BE NOTED ABOVE



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
Kevin Kowalkowski - (888) 315-3901						

***** THIS IS THE END OF RFQ WWV12871 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (888) 315-3901	DATE 10/17/2011
TITLE President	FEIN 38-3314929	ADDRESS CHANGES TO BE NOTED ABOVE

STATE OF WEST VIRGINIA

WORKFORCE WEST VIRGINIA
REQUEST FOR QUOTATION
WWV12871

WORKFORCE West Virginia, Unemployment Compensation Division uses an EDMS OnBase Imaging System to deal with over 35,000 employer accounts and associated quarterly wage and contribution reports. The purpose of our EDMS OnBase Imaging System is to provide an automated method for Unemployment Compensation Division to scan, index and retrieve employer account information, scan, index and interpret through OCR/ICR quarterly wage and contribution reports, electronically route workflow of internal documents, allow for electronic submission of employer registration documents and provide query for all stored images.

Current Software used:

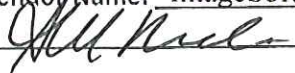
1. DOCUMENT CAPTURE--Any Doc – Scanning and indexing.
(<http://www.anydocsoftware.com/>).
2. QUALITY/INDEXING/RETRIEVAL--OnBase – Highland –
(<http://www.hyland.com/onbase-and-ccm.aspx>)
 - a. OnBase version 5.2; which is no longer supported and has been retired by Highland Software.
3. REFORM ENTERPRISE – ONBASE COLD PROCESS.
4. FAX SERVER – CopiaFacts.

WORKFORCE is soliciting bids from qualified vendors for an additional six (6) OnBase Named User client licenses, six (6) Workflow Names User Client User license, six (6) Verify Module Single User license, three (3) 600K Scan license, one (1) 3M Volume Restricted Forms Processing license (upgrade to 1.2M key) along with annual maintenance. The successful vendor, after the award of a purchase order, must provide a one (1) year maintenance/warranty for all licensed software, regardless of the manufacturer's warranties, with the option of two (2) one (1) year renewals upon mutual written agreement of the parties. First year's maintenance will become effective upon the issuance of an approved purchase order by State Purchasing to the successful vendor of this RFQ.

The vendor shall complete the attached cost sheet and include it with their bid response.

By signing below, the bidding vendor hereby certifies that they have read and understood this RFQ and agree to meet all mandatory requirements contained therein.

Vendor Name: ImageSoft, Inc. Signature of Authorized Representative:



#WWV12871

COST SHEET

Cost Quote for Maintenance – Annual Year 1

Software	License	Number of License	Cost Per Unit	Total Cost
<i>Any Doc</i>	600K Scan License 750K	3	\$5,350	\$16,050
	Verifying License	6	\$9,825 (Bundle 5)	\$9,825
	3M Volume Restricted Forms Processing License (upgrade to 1.2M key)	1	\$2,000 (1 addtl) \$5,000 (full processing station) \$16,300 (3M Scan Lic)	\$2,000 \$5,000 \$16,300
<i>On Base</i>	OnBase Named User License	6	\$480	\$2,880
	OnBase Workflow Named User Licenses	6	\$1,000	\$6,000
TOTAL COST:				\$69,016
Total Cost = All licenses and all Annual Maintenance- Year 1				

Cost Quote for Maintenance – Annual Year 2

Total Cost – Annual Year 2	\$11,027
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Cost Quote for Maintenance – Annual Year 3


Total Cost – Annual Year 3	\$11,072
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#WV12871

Grand Total (Total Cost License + Annual Year 1 + Year 2 & 3 Maintenance)	\$91,104
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NOTE: Please do not alter this cost sheet or provide any additional pricing not specifically requested hereinabove. Doing so will result in the disqualification of your bid. Pricing should be all inclusive. No other fees shall be allowed.

Vendor Name: ImageSoft, Inc.

Signature of Authorized Representative: 

Rev. 09/08

State of West Virginia VENDOR PREFERENCE CERTIFICATE

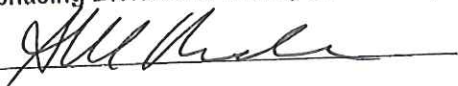
Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ImageSoft, Inc. Signed: 
 Date: 10/17/2011 Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. WWV12871

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: ImageSoft, Inc.

Authorized Signature: [Signature] Date: 10/17/2011

State of Michigan

County of Oakland, to-wit:

Taken, subscribed, and sworn to before me this 17 day of October, 2011.

My Commission expires September 1, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



West Virginia Purchasing Division OnBase and AnyDoc Licenses

Request for Quotation WWV12871

Contact:

Kevin Kowalkowski

(248) 948-8100 x 155

kevink@imagesoftinc.com

ImageSoft, Inc.

25900 W. 11 Mile Rd., Suite 100

Southfield, MI 48034

www.imagesoftinc.com



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October 17, 2011

Re: OnBase and AnyDoc Licenses

Dear Frank:

It is with great pleasure that ImageSoft, Inc. provides this response to the State of West Virginia's Request for Quotation for OnBase and AnyDoc Licenses. ImageSoft is confident that through the submission of this response, the State of West Virginia will realize the ability of ImageSoft to deliver and support an enterprise document management solution that will meet the immediate needs, as well as the future needs of the State.

Over the past 15 years, ImageSoft has become experts in delivering world-class leading ECM solutions for government agencies throughout the United States and Canada. We are experts in delivering enterprise-wide solutions related to records management, document management, email management, fully integrated electronic workflow, seamless integration with advanced capture, electronic signature and line-of-business application integration throughout the organizations we partner with.

As requested, ImageSoft is quoting the cost for the listed licenses for both AnyDoc and OnBase software. However, it should be noted that ImageSoft is only quoting the OnBase software costs if the State is interesting in upgrading to a later (preferably the latest) version of OnBase software, currently at version 11. ImageSoft is interested in assisting the State get upgraded to the latest version, but would need to understand the reasons why the State is so behind on system version.

To ensure the State of our credentials, ImageSoft has been Hyland Software's number 1 partner two of the past three years. Additionally, ImageSoft has focused solutions that sit on top of the OnBase platform including our renowned TrueSign™ (<http://www.truesign.com>) and brand new TrueCertify (<http://www.truecertify.com/>) solutions.

On behalf of everyone here at ImageSoft, we thank the State of West Virginia for the opportunity to respond to this OnBase and AnyDoc RFQ.

Best Regards,

A handwritten signature in black ink that reads 'Scott Bade'.

Scott Bade
ImageSoft, Inc.
248-948-8100 x200
sbade@imagesoftinc.com

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1 Executive Summary

1.1 Company Profile

Company History

ImageSoft was founded in 1996 by three entrepreneurs, who were driven by a sincere belief that they could “build a better team” to create and deliver innovative solutions that would allow organizations to operate more efficiently and effectively.

Headquartered in Southfield, Michigan, with offices in Raleigh, NC and Portland, OR, ImageSoft services customers throughout the United States, Canada and Mexico. We have achieved the highest levels of recognition for sales, technical skill and partnering from Hyland Software.

ImageSoft, named the #1 integrator of the OnBase System two of the last three years, is uniquely qualified to provide a system-based solution, project management, installation, implementation, training, and on-going support to the State.

ImageSoft is a best-of-breed provider. As of such, we can provide best-of-breed technologies to the State in order to provide maximum return on investments. This is one key differentiator of working with a solution provider as opposed to a direct software provider. This will allow the State to have access and evaluate the best solutions to address your business goals and objectives.

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

Hyland Software’s #1 Integrator (2008, 2009)
“Platinum Partner” (2004, 2005, 2006, 2007, 2008, 2009, 2010)
“Diamond Support Partner” (2004, 2005, 2006, 2007, 2008, 2009, 2010)

ImageSoft has modestly been bestowed with the following awards:

- Recognized as the **#1 Reseller/Integrator of OnBase** in the World! (2008,2009)
- **Center for Digital Government’s Best Fit Integrator Award** (2010)
- **Corp! Michigan’s economic bright spots** (2011-2008)
 - Corp! Magazines, “Michigan’s Economic Bright Spots” award is designed for established and thriving Michigan based companies involved in helping move Michigan’s economic growth forward.
- **Metropolitan Detroit’s 101 best and brightest companies to work for** (2011-2007)
 - Recognizes companies which regard their employees as their greatest asset, and work with imagination and conviction to create organizational value and business results. Award nominations are given by the company’s own employees.
- **Inc. 5000** (2011-2008)

- The Inc. 5000 list is a comprehensive look at the most important segment of the economy: America's independent-minded entrepreneurs.
- **Michigan 50 Companies to watch.**
 - An award program celebrating second-stage entrepreneurs in association with the Edward Lowe foundation.
- **Hyland Platinum Partner (2010-2005)**
 - Hyland's Platinum Partner award is awarded annually to companies with the best year-to-date record of installations and customer support.
- **Hyland Diamond Support Partner (2010-2003)**
 - Hyland's Diamond Support award is presented to providers who retain more than 90% of their maintenance clients and provide direct support to more than 20 installed solutions.

Many ImageSoft employees are involved in the consulting, implementation, development, training, and support side of the business. ImageSoft has a group of Project Managers, Business Consultants and Engineers that are dedicated to each practice. This team has designed, managed, implemented and supported government implementations from small cities to entire states. Because OnBase is at the center of our ECM strategy, those technical staff members are all intimately familiar with all of the OnBase modules we typically utilize in our implementations. Of our technical staff, all have (or are in the process of getting) OnBase certifications in one or more of the Installer Certification (which requires a Microsoft MCP certification), API Certification, Support Certification, Administrator Certification, and Workflow Architect Certification.

It is important to note that ImageSoft uses the listed products internally for our own operations.

ImageSoft's three primary vertical markets are Government, Insurance, and Healthcare.

ImageSoft specializes in Government implementations where we have extensive experience streamlining information flow not only within specific departments in an agency, but from department to department. Additionally, ImageSoft has projects underway where information is being shared between individual agencies (for instance the City of Ann Arbor and Washtenaw County).

Each year, ImageSoft holds its annual Government Summit in Lansing, MI. At this event, ImageSoft's government customers come together for a day of sharing ideas and learning from the experience of other government entities' solutions with ImageSoft. Past speakers have included customer representatives to talk about their solutions, ImageSoft executive staff, and Hyland Software government practice leaders.

See information including case studies, pictures, presentations, and audio/video presentations from 2011's ImageSoft Government Summit at :
<http://www.imagesoftinc.com/government-summit-2011.html>

1.2 Public Sector Client List

The most recent ImageSoft Government customers include:

- State of Florida (Department of Licensing)
- State of Oregon, Circuit Court System - Statewide
- State of Oregon, Appellate Court
- City of Cincinnati, OH
- City of Richardson, TX
- Montgomery County, OH
- Warren County, OH
- North Carolina Real Estate Commission
- City of Ann Arbor, MI
- City of Dearborn, MI
- City of Lansing, MI
- Northville Township, MI
- City of Northville, MI
- City of Novi, MI
- 36th District Court (Detroit, MI)
- 72nd District Court (Port Huron, MI)
- 58th District Court (Grand Haven, MI)
- Genesee County, MI
- Calhoun County, MI
- Washtenaw County, MI
- Ottawa County, MI
- Berrien County, MI
- Jackson County, MI
- Ingham County, MI
- Charlevoix County, MI
- Monroe County, MI
- Tuscola County, MI
- Grand Traverse County, MI
- St. Clair County, MI

1.3 Customer Support

The goal of our Customer Support program is to provide effective service and system protection to our clients at a predictable cost so that they may realize maximum return on investment.

1.3.1 Here to Help

ImageSoft provides a help-desk staffed by trained technical professionals that are available during normal business hours. Issues or inquiries may be addressed via phone or e-mail (for critical issues, phone is recommended).

Support is generally provided on a contract basis in one-year terms that renew automatically (multi-year terms are available). ImageSoft requires the purchase of the first year of coverage with the customer's initial product purchase. To make renewal and budgeting easier in subsequent years, at the first renewal, ImageSoft will prorate renewal coverage so that the end of the second term coincides with the end of the calendar year (December 31).

1.3.2 Software Maintenance

Software maintenance covers software upgrades and unlimited telephone technical support for issues related to a licensed software product. For third-party products, ImageSoft purchases a maintenance contract from the product vendor on behalf of the Customer. ImageSoft offers this coverage for **OnBase**, **Kofax**, **AnyDoc** and **ImageSoft** software products.

1.3.3 Hardware Maintenance

Hardware maintenance generally applies only to production scanners and servers. In most cases, ImageSoft purchases a maintenance contract from the product vendor on behalf of the Customer. Depending on the product, hardware maintenance is either on-site (for large, hard to ship components) or "return to depot", where the Customer is required to send a broken unit to a service depot. Many hardware components come with a factory warranty. Some factory warranties only cover 90 days, and ImageSoft will normally include an extension to this warranty to ensure that at least 12 months are covered.

1.3.4 ImageSoft Customer Care

ImageSoft Customer Care provides extended support for an ImageSoft-deployed or ImageSoft-certified solution. The purpose of Customer Care is to "fill-in the gaps" inherent in the standard software and hardware maintenance contracts. Customer Care provides an extra measure of support so that issues are corrected in the shortest possible time and finger-pointing is eliminated. Customer Care provides the following additional services:

- **Version Upgrade Assistance.** – ImageSoft will assist Customer with upgrades to the solution. This includes planning and remote technical services. Customer is responsible for testing and backup prior to an upgrade.
- **Custom Software Support.** – ImageSoft will correct issues with and fix bugs in any custom software developed by ImageSoft.
- **Configuration Support.** – ImageSoft will correct issues with software configuration as provided by ImageSoft. Configuration support includes OnBase Workflow configuration and OnBase Workview configuration that are deployed by ImageSoft.
- **Solution Upgrade Assurance.** – ImageSoft will ensure that any supported configuration, integration or custom development will continue to work in future versions of software products that are under software maintenance (see Software Maintenance section for a list of software products for which ImageSoft provides maintenance).
- **Access to Internal ImageSoft Resources.** – When a complex system is deployed and an issue arises, it can be time consuming for a front-line Customer Service Representative (CSR) to find the root cause. Customer Care enhances access to our internal development and configuration staff. ImageSoft will designate at least one individual (in most cases the person that performed the original work) as the Customer's internal technical resource. This person will be engaged by the ImageSoft CSR on any issue where the root cause is not immediately identified by the CSR.
- **Advanced Architecture and Planning Support.** – Achieving additional ROI by expanding workflow systems is an important part of the systems that ImageSoft deploys. It is important that expansion be undertaken with an overall architecture plan and disaster recovery in mind. Customer Care clients are provided up to 4 hours of telephone assistance from our Architecture staff per year at no additional cost.
- **Unlimited Telephone Support.** – ImageSoft will assist with isolating and identifying issues related to the solution, regardless of what component they are related to.

1.3.5 Remote Technical Services

ImageSoft can handle a high percentage of technical support issues remotely. We use advanced, secure remote connectivity tools that allow us to connect to (with Customer approval) virtually any PC or server at a Customer's site. The Customer need only maintain a high-speed connection to the Internet.

1.3.6 Issue Resolution

ImageSoft tracks and categorizes all notifications of an issue that we receive. Notifications must be made by an authorized Customer Representative. An Error Tracking Number (ETN) is assigned, and the issue is assigned a priority:

Type	Description	Response Time
Error: Critical	Error has been confirmed and Error Tracking Number has been	4 business

	assigned. The error is either causing a significant portion of the system to be unusable, or is significantly affecting Customer productivity. These calls are addressed before all others.	hours
Error: Non-critical	Error has been confirmed and Error Tracking Number has been assigned. A workaround is available, or the issue is NOT significantly affecting Customer productivity.	8 business hours
Inquiry	System is operating as documented, however Customer has requested a change to the system or Customer has requested general assistance or advice.	24 business hours

1.3.7 Client Responsibilities

The Customer plays an important role in the support of the system. ImageSoft requires that a system administrator, with training and certification on the critical system components, be on staff to manage the customer's system and to work with end-users to handle day-to-day questions and help diagnose issues.

2 Pricing

2.1 Software Pricing

The pricing as requested in the RFQ in the following original forms presented by West Virginia. These prices are based on the following constraints and assumptions:

- ImageSoft assumed the State of West Virginia was at the first tier for all OnBase licenses and quoted accordingly. If West Virginia is at a higher tier, the prices will decrease.
- ImageSoft assumed West Virginia could purchase off of the GSA schedule.
- Available AnyDoc license did not meet the exact specifications West Virginia requested. We have quoted comparable licenses and would like to work with West Virginia to match the exact needs of the state based on the new AnyDoc license schedule.

3 Appendix A

ImageSoft is a top partner for OnBase and AnyDoc; however, as a solutions provider, we also offer additional solutions that have benefited our customers across the country. Although it is outside the scope of the RFQ, ImageSoft would like to introduce West Virginia to enhanced opportunities to leverage its current investment in OnBase and AnyDoc through the use of iDocCreator, TrueSign and TrueCertify. Please see the attached handouts for more information.

iDocCreator

What is iDocCreator?

iDocCreator is a software application that enables users to automatically create Microsoft Word documents within a workflow. With iDocCreator, users can build a standard set of document templates based on specific context requirements to enable end users to automatically generate forms, letters and other documents. Beyond ad hoc tasks, iDocCreator's functionality makes it equally suitable for line-of-business applications by enabling background processes to automatically create documents without user intervention.

How Does iDocCreator work?

It's a simple four-step process! When launched from a workflow, iDocCreator instantly presents a list of available templates. The user then:

1. Selects a template
2. Enters data
3. Reviews the document
4. Clicks "Save" to store the document into a central OnBase® data repository

With templates and fields linked to keywords in OnBase, document types and fields can be auto populated with information pulled from OnBase to fill the fields, further expediting the document creation process.

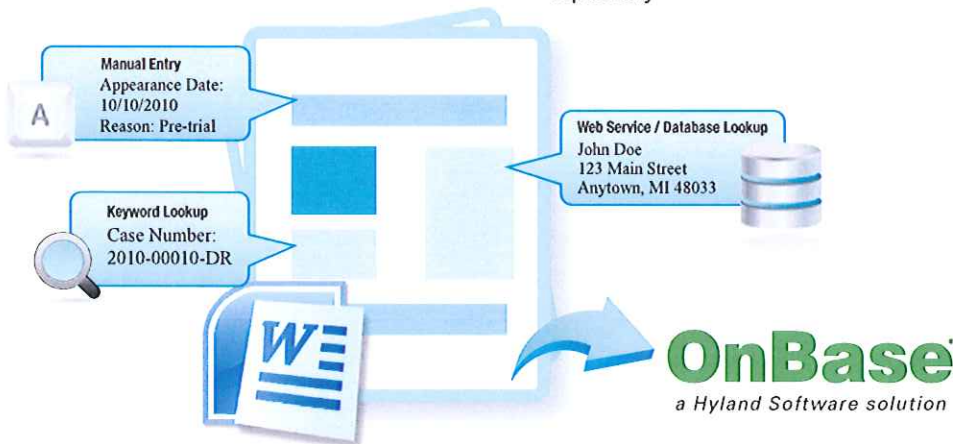
When completed, final documents are saved into OnBase without requiring the user to exit workflow or manually enter keywords. Documents can be modified as a Word document then automatically saved back into OnBase as a new document.

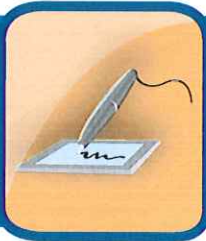
Why Do Customers Need iDocCreator?

It's Easy: iDocCreator makes creating documents faster and easier by automating the process and ensures standardization in organizations where multiple parties are able to access, create and amend documents. iDocCreator assures that all parties are working from the same set of document templates and always have the most current version at hand.

It's Secure: For security purposes, documents can be created as read-only or form-fill only and can be saved as TIFF or PDF files to prevent content from being altered or tampered.

It's Dynamic: iDocCreator provides dynamic documents that out-of-the-box solutions simply do not offer.





TrueSign™

What Is TrueSign™

TrueSign™ is the electronic equivalent of physically signing a document. It's an easy to use electronic signature application that creates legally compliant electronic signatures. Because TrueSign was originally designed for courts, it's well-suited for a broad array of industries and applications.

How Does It Work?

TrueSign enables documents to be signed swiftly and easily as part of an electronic workflow. Users can sign freehand using an electronic signature pad or apply an "on file" rendition of their true signature. TrueSign applies an image overlay of the signature onto a document in a non-alterable form. The signed document is then stored as a revision of the original. This preserves the original document while keeping an audit trail of all who signed it.

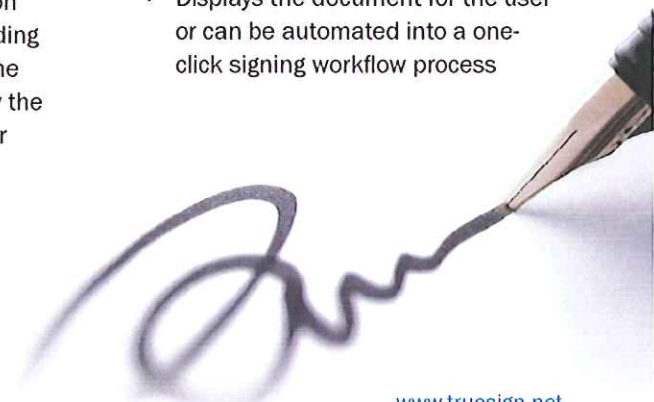
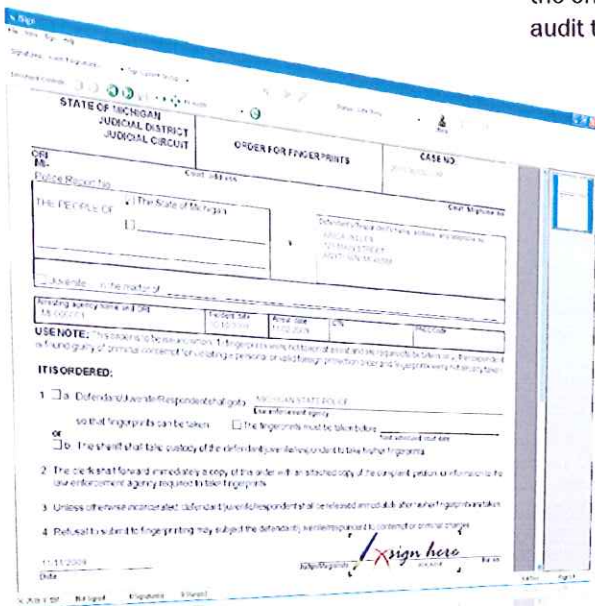
Electronic "sign here" flags can also be added to the document to help guide signature placement and to facilitate a single-click approach to affixing signatures. TrueSign also offers the option of automatically adding descriptive text to the signature to identify the date, time and other signing details.

Why Use It?

TrueSign enables users to electronically sign or stamp a document in real time and eliminates the need to print, sign, then rescan documents, reducing paper and printing costs, improving efficiency and expediting the signature process. Using TrueSign also increases the security and accuracy of the signing process, prevents the wrong person from accidentally signing a document, and provides the ability to track and audit all document signatures.

Additionally, TrueSign:

- Captures the time, name and title of signer
- Allows secured proxy signing with audit trail tracking
- Enables ad hoc signing of documents
- Adheres to court compliant signature rules
- Applies seals and stamps associated with the document and provides a configurable set of electronic rubber stamps (Approved, Rejected, Seal of Approval, Emblems)
- Displays the document for the user or can be automated into a one-click signing workflow process



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phone: (248) 948-8100 • fax: (248) 948-8146



TrueCertify™

What is this?

This is TrueCertify™, a new tool that lets you deliver and authenticate certified documents electronically. Page one and two of this packet is a sample of what a certified document from TrueCertify look like.

How does it work?

When someone requests a certified copy of a document – either via email, phone, the Web, or in person – TrueCertify automatically generates a document, like this sample, with just a few mouse clicks. It can be delivered electronically as a digital document or printed as a paper document.

How is this document certified?

It's a simple process. Start at the TrueCertify Web site (optionally, this solution can also be embedded into your organization's own Web site). Type in the 'File Locator' and 'Encryption Key' values. You're then able to download a copy of the document.

How is this better than a paper copy with a raised seal?

If you've ever seen the movie 'Catch Me If You Can', which is based on a real-life story, you'll recall that Leonardo DiCaprio's character produced fake documents to steal millions of dollars in fraudulent checks. A raised seal to certify documents is equally susceptible to fraud. It's not difficult to reproduce a raised seal, and it's rare that someone will actually check the seal to ensure that it's authentic. The added security measures inherent in TrueCertify prevent tampering and help ensure document integrity. It's a much more robust mechanism for assuring document authenticity that is virtually impossible to circumvent or forge.

What's more, a raised seal can only be used on paper. TrueCertify certified documents can be sent instantly via email or through your Web site as a PDF, or printed and delivered in paper form to a waiting customer. TrueCertify saves time and money, reduces paper, is good for the environment and ensures document authenticity.

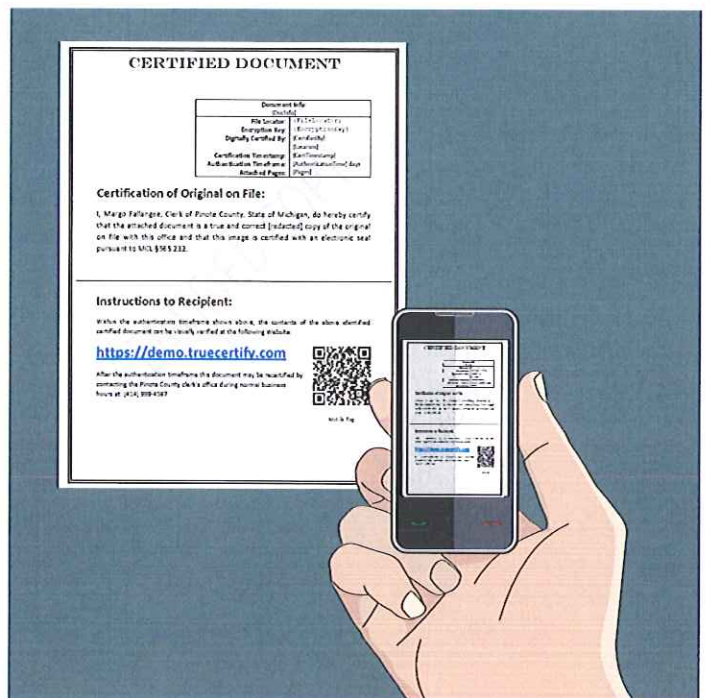
Why the 'Mobile Tag'?

The mobile tag is a QR Code (Quick Response) which encodes a URL link to the document. With the prevalence of smartphones, this added feature enables you to use a QR Code Reader "App" from a smartphone to immediately access the certified document from the Web.

For more information, please contact:

Kevin Kowalkowski
kevink@imagesoftinc.com
work: (248) 948-8100 x 155
cell: (248) 231-6923

www.imagesoftinc.com



CERTIFIED DOCUMENT

Document Info:	
GOV - DEED - DOC # 10001000 FROM ASHER TO GRANT	
File Locator:	DEM-B9SB!8-2b1
Encryption Key:	y4znSQLvI8Tq
Digitally Certified By:	OnBase Manager Pinote County
Certification Timestamp:	9/27/2011 11:58:08 AM
Authentication Timeframe:	90 days
Attached Pages:	1

Certification of Original on File:

I, John R. Egistrar, Clerk of Pinote County, State of Michigan, do hereby certify that the attached document is a true and correct [redacted] copy of the original on file with this office and that this image is certified with an electronic seal pursuant to MCL §565.232.

Instructions to Recipient:

Within the authentication timeframe shown above, the contents of the above identified certified document can be visually verified at the following Website:

<https://demo.truecertify.com>

After the authentication timeframe, this document may be recertified by contacting the Pinote County Clerk's office during normal business hours at: (414) 123-4567



Mobile Tag



WARRANTY DEED

This Warranty Deed, executed on December 17th, 2002, between
John Asher, Grantor, of 4.96 acres and
Ulysses S Grant, Grantee, of 4.96 acres.

The Grantor, for and in consideration of the sum of \$ 49,500 and other good and valuable consideration paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant to the Grantee forever, all the following described real estate, located at 37314 Alexander Way, Point Pleasant OH 44345

To have and to hold the same in fee simple forever, together with all the buildings, improvements and appurtenances thereto belonging.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever; and that said land is free of all encumbrances, except right of way granted to Pavity Walton.

Signed, sealed and delivered:

John Asher
Grantor

Grantor

STATE OF Ohio)
COUNTY OF Washington)

On December 17th, 2002, before me personally appeared John Asher, who is personally known to me or who provided visa credit card as identification, and signed the above document in my presence.

Notary Public
My Commission expires: