

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
WESTERN INTEGRATED SYSTEMS**

THIS AGREEMENT, entered into this _____ day of _____, 2013, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and
WESTERN INTEGRATED SYSTEMS, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may
contract with independent contractors for the furnishing of such services to or for
County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the
purpose of designing and implementing an invoice processing solution for the
County.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and
incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall
perform services for County in accordance with the terms, conditions, and
specifications set forth herein and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms,
conditions, and specifications set forth herein and in Exhibit A, County shall make
payment to Contractor based on the rates and in the manner specified in Exhibit B.
County reserves the right to withhold payment if County determines that the quantity
or quality of the work performed is unacceptable. In no event shall County's total
fiscal obligation under this Agreement exceed one hundred seventy two thousand
and five hundred forty two dollars (\$172,542).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 10, 2013, through March 10, 2014.

This Agreement may be terminated by Contractor, the County Controller, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

7.1 **General Hold Harmless.** Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent

jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, licenses and/or retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used

by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the

amount specified below.

Such insurance shall include:

(a)	Comprehensive General Liability	\$1,000,000
(b)	Motor Vehicle Liability Insurance	\$1,000,000
(c)	Professional Liability.	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☒ Contractor complies with Chapter 2.84 by:
 - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
 - ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.
- G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation; and/or
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such

notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in

any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Controller's Office
Attn: Juan Raigoza
Assistant Controller
555 County Center, 4th Floor
Redwood City, CA 94063
Fax: 650-363-7888

In the case of Contractor, to:

Western Integrated Systems
3640 Grand Avenue, Suite 105
Oakland, CA 94610
Attn: Troy Arais
(415) 989-1777

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

WESTERN INTEGRATED SYSTEMS



Contractor's Signature

Date: 8/13/2013

(Revised 7/1/13)

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services: The Statement of Work (Exhibit A) dated August 2, 2013 describes the services to be provided by Contractor.

Exhibit B

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Payment Schedule

This payment schedule describes when the various system components are to be invoiced by Western Integrated Systems to the County.

Hardware- Hardware (scanners) will be ordered upon the receipt of an executed Purchase Order from the county and invoiced upon physical delivery. The total invoice amount inclusive of all discounts (not including tax) will be \$7,277.60 and include the following:

- Quantity 5 – Fujitsu 6140Z scanners
- Quantity 5- Fujitsu Advanced Exchange Service 3 year coverage

Software Licenses- Software Licenses will be ordered upon the receipt of an executed Purchase Order from the County and delivered electronically. Western will invoice the County upon delivery and receipt of the electronic software. . The total invoice amount inclusive of all discounts will be \$108,504.00 and include the following (Electronically downloaded software is not subject to sales tax):

- Kofax Invoice Processing Bundle; 120k Invoices Per Year Processed
- Kofax Capture File Interface
- Kofax Annual Software Maintenance and Upgrade Assurance
- FileBound Invoice Processing Bundle
- FileBound Annual Software Maintenance and Upgrade Assurance

Functional/Technical Requirements Documentation- Invoicing for this documentation will occur upon delivery of the completed document. The total invoice amount (inclusive of discounts) will be \$10,560 and includes the functional/technical requirements document.

Implementation Service- Implementation services are invoiced in two equal installments of \$23,100 (including discounts) as follows:

- \$23,100 invoiced upon completion of step 5 –Implementation
- \$23,100 invoiced on final acceptance by the customer

COUNTY OF SAN MATEO

INVOICE PROCESSING AUTOMATION

STATEMENT OF WORK

Prepared for:



By:

Western Integrated Systems
Proposal # 052401SMCTAA

August 2, 2013

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Warning: Privileged and Confidential Information

The information contained in this document is confidential and is intended only for the privileged use of the County of San Mateo and its representatives. Any review or other use, distribution, dissemination, reproduction or taking of any action in reliance upon this information by individuals, companies or entities, other than the intended recipient, is strictly prohibited.

Executive Overview

Organizations are increasingly seeing the need to automate their end to end purchase to pay processes. Lack of visibility, lost invoices, unrealized early pay discounts and hours spent fielding service calls from both internal and external customers all contribute to an expensive and inefficient system. Organizations embracing process improvements and adopting new technologies have decreased their processing costs from as much as \$45 dollars per invoice and 45 days to pay to as little as \$5 and 4 days to pay or less.

The County of San Mateo has engaged Western Integrated Systems to help them automate their current manual, primarily paper based invoice processing method. The current system is inefficient and time consuming and has been identified by several major departments (ISD, Public Works and the Controller's Office) as a primary target for business process improvement initiatives.

Key components to improving the County's AP process include:

Imaging of incoming paper invoices- By scanning incoming paper invoices as soon as they arrive, organizations achieve immediate visibility into their liabilities and operating expenses, leading to greater control and cost savings.

Automatic Data Extraction- By automatically extracting invoice information from the document, information can be quickly and efficiently validated and passed to the workflow and/or IFAS for automatic posting, significantly reducing data entry errors.

Workflow- Allows for the automation of invoice coding, approval and retrieval based on existing business rules. Workflow is a major component to any world class AP system

Integration with IFAS- Leveraging your existing investment in IFAS system is critical to the success of any automation strategy.

By implementing this system, the County hopes to achieve all of the benefits experienced by best of breed organizations including:

- Significantly reduced invoice processing costs- Best-in-Class organizations achieve Invoice processing costs that are on average **84% less** than their peers and cost as little as \$3.09 to process.
- Decreased Invoice processing cycle times- Best-in-class organizations achieve cycle times that are on average **59% faster** than their peers and take as little as 3.8 days to process a single invoice
- Increase in early pay discounts- Best-in-Class organizations achieve a 4.1% year-over-year increase in early payment discount -capture-

Scope of Work

1. Overview

1.1. Document Overview

This document shall cover following areas of service:

- Kofax / Kofax Transformation Modules
 - Kofax Software Installation
 - Batch Class Configuration
 - Development of extraction rules
 - Development of the validation rules
 - Onsite installation and testing for the development / test system.
 - Onsite installation and testing for the production system.
 - Administrator and End User Training
- FileBound / IFAS
 - Software installation
 - Project Development
 - Workflow / Approval routing
 - Release to IFAS
 - Administrator and End User Training

1.2. Project Information

WIS Project ID	5734
Customer Project Number	

1.3. Summary / Scope

The County of San Mateo ("Customer") has engaged Western Integrated Systems ("WIS") as part of a project to streamline the processing of invoices for payment into IFAS, their County accounting system. The system will be configured to allow for processing of invoices for 3 County of San Mateo departments: Controllers Office, ISD and Department of Public Works. Additionally, the system will include a workflow component that will allow AP Coordinators to route invoices for further approval by their respective departments. Once an invoice receives all necessary approvals, the system will generate an export file in a predefined format for each invoice or batch of invoices. It is the responsibility of the County to ensure that the file is processed into IFAS.

2. Key Personnel

2.1. WIS Key Personnel

The following personnel have been designated by WIS as potentially part of this project (necessary resources will be designated and assigned upon execution of the SOW):

Name	Title	Phone	E-Mail Address
Greg Taylor	Technical Operations Manager	(415) 989-1777 x713	gtaylor@westint.com
Brian DeuPree	Professional Services Manager	(415) 989-1777 x713	bdeupree@westint.com
Jeremy Olford	Systems Engineer	(415) 989-1777 x718	jolford@westint.com

2.2. Customer Key Personnel

The following personnel have been designated by the Customer:

Name	Title	Phone	E-Mail Address
Juan Raigoza	Assistant Controller	650-363-4853	jraigoza@co.sanmateo.ca.us
Gina di Gualco	Project Manager	650-363-4637	gdigualco@smcgov.org

Solution Description

3. Solution Workflow/Requirements

3.1. Scanning and Data Extraction

- Scan invoice document when hardcopy is received
- Kofax KTM auto extracts selected data from scanned invoice image file
- Kofax KTM enables user to view invoice, highlight data to extract, and review and validate accuracy of extracted data
- Use data interface files, or ODBC to IFAS, to validate data (PEID, PO, etc.) extracted from invoice image or entered via data extraction tool
- Pass invoice image file and invoice data from Data Extraction tool to FileBound Invoice Workflow

3.2. Workflow

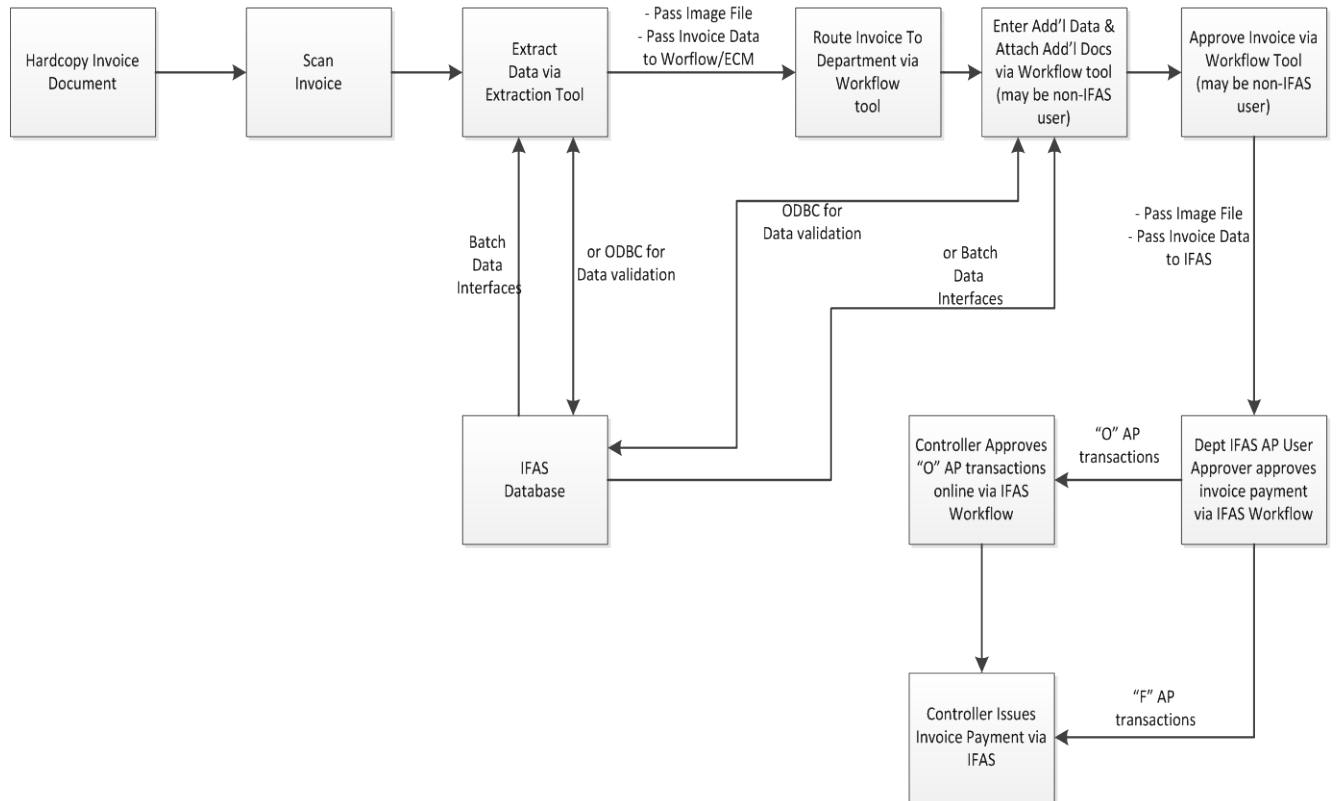
- Enables routing of invoice images and extracted data to department program person for invoice review and payment approval
- Enables user to attach scanned supporting documents to electronic invoice record
- Enables user to enter data (GL, JL, WO, SR codes, etc.) associated with invoice record
- Uses data interface files (or ODBC) from IFAS to validate data entered via FileBound Workflow tool
- Historical invoices are stored and accessible via Workflow tool by Workflow users
- If needed, pass invoice data from Workflow tool to dept-specific billing or cost allocation/reimbursement system
- Pass invoice image file and invoice data from Workflow tool to IFAS

3.3. IFAS

- AP/Invoice records and invoice images are electronically imported into IFAS
- Enables routing of invoice image and data to IFAS Dept AP Approver for review and approval via IFAS Workflow
- Enables user to attach scanned supporting documents electronic invoice record, if needed
- Enables user to enter data associated with invoice record, if needed
- Department approves "F" AP transactions online (similar to current process)

- Both Department and Controller approve “O” AP transactions online (hardcopies of “O” AP transactions not required)
- Pay approved invoices by issuing payment via check, direct deposit or credit card
- Historical invoices are stored and accessible via IFAS by IFAS Users

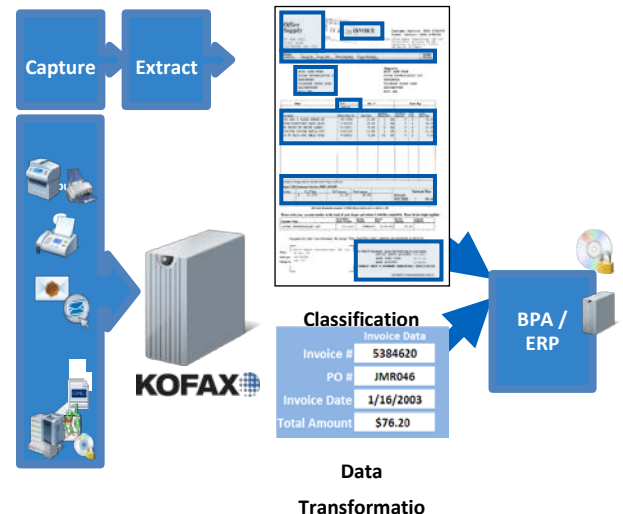
3.4. Workflow Diagram



3.5. System Components-

The investment for this project includes several pieces which are described in detail below.

- 3.5.1. Kofax Software for Invoice Capture-** A major component of any AP automation process is to collect information from invoice images, e-formats or information streams quickly and accurately. Information is then validated against a vendor database, PO numbers are matched for straight through processing and invoice information and image are exported to the accounting system, workflow or any other back-end system. There are two components of Kofax software needed to complete the County's solution:



- 3.5.1.1. Kofax Invoice Processing Bundle-** The Kofax Invoice Processing bundle is a license bundle which includes virtually everything that the County will need to capture and process invoice images and data. The bundle provides for page volume based on the amount of invoices processed per year as well as components for e-mail invoicing, electronic invoicing, fax receipt and EDI style invoice transmission.
- 3.5.1.2. Kofax Import Connector File Interface-** This license will allow the monitoring of network folders for the distributed capture of invoices and processing by Kofax KTM.

- 3.5.2. FileBound Invoice Workflow Software-** FileBound Office Automation is an Invoice Automation tool that addresses workflow and export functions for any invoice automation project. FileBound will give the County the ability to route invoice for approval, view invoice images, add invoice detail including GL codes and approval signatures, and validate data against the IFAS database via ODBC and export images and data to IFAS, Autonomy or SharePoint.

- 3.5.3. Fujitsu 6140Z Document Scanners-** Document scanners are necessary for the imaging of paper invoices at the County. For professional grade speed and paper handling agility, the fi-6140Z sets the highest performance benchmark within the fleet of compact Fujitsu scanners. With duplex scanning speeds of up to 120 images per minute in Color, Grayscale, and Monochrome, the fi-6140Z balances high performance with one of the most advanced paper separation technologies in its class. Combining reverse roller technology with a host of intelligent features, the fi-6140Z delivers exceptional feeding reliability and operating productivity across a wide variety of scanning situations.



Implementation Services

4. Step 1- Functional/Technical Requirements Analysis and Document

Western Integrated Systems will perform an in depth analysis of the specific data fields, field lengths, work flow and release information required by the County. This document will provide a detailed specification for the WIS implementation engineers to begin configuring your system. The specification document will include:

- a. AP Documents to be captures (Invoice, Credit Memos etc
- b. Specific fields to be captured from each AP document
- c. Field Lengths and structure (based on the requirements of IFAS)
- d. Specific user groups and security
- e. User roles and security
- f. IFAS lookups (Vendor Lookups, PO Matching etc.)
- g. IFAS data export
- h. Specific data transfer and lookup protocol
- i. Specific Server names and locations for software installation
- j. Workflow processes and approval dependencies

*Note- A sample design specification is available upon request

4.1. Deliverables

A comprehensive Functional and Technical document which defines all aspects of system configurations required for the system to perform as described in section#2 (Solution/Workflow requirements). Customer accepts requirements document.

5. Step 2- Project Plan

5.1. System Review-

WIS resources will review your technical requirements document and start to plan the project structure and needed properties and options.

- Your Project Manager will need to be made available for follow-up questions and answers.
- WIS resources will create a sample project(s) that will provide you with an idea of how the system will function using the sample data that was provided by your Project Manager to WIS resources.
- WIS Resources will setup document capture templates and document importing configurations. The workflow process that needs to be implemented along with users or group of users that are responsible for each step or process will have been defined in the design phase of this project.

5.2. Deliverable

A detailed work plan will be completed using Microsoft Project. This project plan will provide detailed implementation dates, benchmark dates and resource requirements for both the County and WIS. Customer accepts project plan.

6. Step 3- Preparation

This step can be performed at the same time as Step 2. Your Project Manager will be responsible for having the Windows Server(s) and network infrastructure prepared and ready for WIS resources to perform the installation of all Kofax and FileBound components; web server, database and document storage location. All servers will need to be properly configured based on the provided WIS requirements and be fully licensed. A network domain user will need to be created for the WIS application to use for communication between the FileBound web server and document storage location. A Microsoft SQL Server user account will need to be created that the FileBound application will use to access the FileBound database, this account will need at minimum dbcreator and dbowner rights for the initial installation.

7. Step 4- Installation

7.1. *Server Installation-*

The WIS implementation engineer will install all Kofax and FileBound software on the customer's server. Installations can be done on-site or remotely.

- This step will include setup of the FileBound database and document storage location. Your Project Manager will be responsible for having an IT resource available from your company during the entire process to oversee the Kofax and FileBound resource activities. This IT resource may also need to provide assistance with any needed passwords and unique network environment issues and situations.
- Your IT resource will be responsible for creating an A Name record within DNS that associates the customer requested URL with the server hosting the Kofax and FileBound applications.
- **Testing-** WIS resources will be responsible for testing proper application operations including; accessing the FileBound site, creating a project, creating a new file in a project, being able to upload a 15KB .tiff image and being able to upload a 5MB PDF file
- **Testing-** WIS resources will be responsible for testing proper application operations including; accessing the FileBound site, creating a project, creating a new file in a project, being able to upload a 15KB .tiff image and being able to upload a 5MB PDF file

7.2. *Testing-*

WIS resources will be responsible for testing proper application operations including; accessing the FileBound site, creating a project, creating a new file in a project, being able to upload a 15KB .tiff image and being able to upload a 5MB PDF file

7.3. *Active Directory Configuration-*

If Active Directory is to be used to authenticate users into FileBound the WIS resource will work your IT resource to configure this functionality. Your IT resource will need enough network administration rights to be able to create new AD groups and add users to those groups. The WIS resource will provide your IT resource with the FileBound Viewer Launcher MSI to allow Customer to distribute MSI via suggested methods. Your Project Manager will sign-off on the installation as being completed.

7.4. *Deliverable-*

Kofax and FileBound components installed and tested, Customer accepts installation.

8. Step 5- Implementation

8.1. *Server Implementation-*

The WIS Implementation Engineer will go on-site at your location, or possibly remotely via GoToMeeting, to setup and configure the project(s) that were outlined in agreed upon Project Plan that your Project Manager has signed-off on during Step 2.

- All testing will be performed from a client machine within your own network that represents the type of machine that the majority of your FileBound users will be using to access the FileBound system.
- Your project Manager will be responsible for providing the system resource a workspace that includes a PC that can access the Customer's FileBound website, the Kofax application and any other needed network resources to configure input configurations when the WIS Implementation Engineer comes on-site. If the implementation is being done remotely, the Implementation Engineer will need proper access into your network via VPN or your method of choice.
- The Implementation Engineer will install the projects and will make any needed changes to project(s) setup to work with your FileBound server.

8.2. *Work Station Software and Scanner Installation-*

The WIS Implementation Engineer will work with your IT resource to install the Kofax document capture software, Fujitsu scanning hardware and all related software and drivers at all required stations and verify correct functionality.

- The Implementation Engineer will work your IT resource to install document importing software and all required stations and verify correct functionality. During the setup and configuration of document capture and import applications the Implementation Engineer will use sample documents provided by your Project Manager to test the operation and functionality of the capture and importing applications.
- The Implementation Engineer and your Project Manager will review the installation and configuration and evaluate against the agreed upon project plan that your Project Manager signed-off on during Step 2. When satisfactory, your Project Manager will sign-off on the completed configuration as being completed.

8.3. *Deliverable*

Invoice Processing Solution ready for customer use, Customer accepts implementation.

9. Step 6- Testing

9.1. *Conduct Final system testing-*

The purpose of this task is to allow the project team to conduct tests as defined in the System Test Plan. This test shall ensure the system functions as defined and meets the business needs of the County. The County shall be expected to assign personnel with competent knowledge of the County's business processes and requirements to conduct the System Testing. Any critical issues identified during the System Testing shall be recorded, tracked and resolved prior to Acceptance and sign-off.

Western Project Manager shall give guidance and support to the County as the System Testing is conducted. The Project Manager shall provide assistance to users conducting the tests; track issues found during the testing, and work with other project resources to bring issues to resolution as quickly as possible.

10. Step 7- Training

10.1. *Administrator training-*

The WIS Implementation Engineer will train designated Administrator(s). It is recommended that two or more people be trained in this role. Training will be provided as laid out in a custom Training Plan for your administrators. Administrators will be trained on the core functions, terminology and theory of how the FileBound Document Management Solution works. The Implementation Engineer will use your projects as a basis for education on these topics.

10.2. *End User Training-*

After administrators have been trained the Implementation Engineer will train your end-users or a designated trainer from your company that would be responsible for training your users.

- After the training, users or the trainer will need to demonstrate the use of the FileBound Document Management Solution including Kofax document capture and importing to FileBound.
- The Implementation Engineer will monitor this use and provide answers to questions and situations that your users encounter or make suggestions on how to more effectively perform the action. If the training is done remotely, the after training observation will be waived by your Project Manager. Training will cover the following main topics and may change based on features that you use: Kofax and FileBound Server Administrator Training
 - Kofax and FileBound User Training
 - Methods to Add Content to FileBound
 - Methods to add batch classes to Kofax
 - Methods to train Kofax on new invoices
 - Methods to add/change workflow routes

10.3. *Deliverable*

User guides and Admin manuals distributed to end users and Administrators. Customer Accepts Training Delivered.

11. Step 8- Final System Acceptance/ Customer Satisfaction

11.1. *Project Completion/Signoff-*

This milestone represents the completion of the initial week of productive use of the AP Automation application and AP Automation custom modules in the production environment. Final acceptance of the application shall be the Final Acceptance Criteria and sign-off after the system has been operational for sixty (60) days.

Western Project Manager shall give clear direction during the sign-off phase to the appropriate County personnel as to:

- Who and when to call for assistance
- Phone numbers for the appropriate Western staff
- Help desk phone numbers, email address and instruction on how to make a report to the help desk

11.2. Customer Satisfaction Program-

A successful implementation does not stop after the training is complete and you start to use your document management system. Your WIS Implementation Engineer is your point of contact after the implementation is complete for any questions and help. The WIS Implementation Engineer will conduct five different follow-Ups via telephone or online meeting to guarantee that you are happy with your purchase. Each follow-up will have a specific focus but is not limited to that focus if you have a concern or immediate need.

- 2 Days After Completion -Training Follow-up, Answer Unseen Questions
- 1 Week After Completion -Process Review, Confirm Proper Functionality
- 2 Weeks After Completion -Implementation Review
- 1 Month After Completion -Implementation and New Product Review
- 3 Months After Completion -Final Solution Review and New Product Introduction

General Requirements

12. General

12.1. Documentation

Most documents shall be prepared during the first three phases of this project and shall be attached to the Statement of Work at that time. The documents to be attached to the Statement of Work up front shall be the signed contract, a tentative Project Timeline, Acceptance Criteria and Payment Milestones. All other documentation shall be attached as they are completed during their applicable phase.

12.2. Specifications

- Contract between San Mateo County, California and Western Integrated Systems (Western)

12.3. Standards

- Statement of Work
- Acceptance Criteria

12.4. Other Documents

- Detailed functional/technical requirements document
- Acceptance Criteria
- User Guides
- Standard software administration guides

12.5. Availability of Documents

- All end user and system administration documents shall be placed on the AP Automation server in a folder identified as "Documentation"
- All other required documents shall be placed on the AP Automation server in a folder identified as "Project Notebook"

13. Customer Requirements-

The arrangement of project tasks and subtasks within the requirements section shall be dictated by Project requirements.

13.1. General

Customer shall provide reasonable assistance to Western in the performance of Support Services, including without limitation, providing Western copies of all data and other files reasonably required to verify, reproduce, diagnose and resolve reported problems. Customer is responsible for maintenance and installation of any common carrier equipment or communication services related to or used by the Covered Software and not furnished by Western, including without limitation, the necessary modem and remote access software reasonably specified by Western for the purposes of providing dial up access to Western. Customer is responsible for charges incurred for communication facilities from Customer's facilities, whether incurred by Customer or by Western's service representatives while performing service on the Covered Software. Customer is responsible for performing all system software backups and restoration of data. Customer is responsible for upgrading Customer's operating environment in the event that failure to do so affects the performance of the AP Automation and custom interface connectors. Customer shall notify Western of any Covered Software failure and shall allow Western full and free access to the Covered Software for performing Support Services. Customer agrees that Western shall have necessary rights and licenses of third parties necessary or appropriate for Western to access the hardware and third party software in the performance of the Support Services. Western shall not be responsible for loss of use arising from Customer's failure to fulfill its obligations under this Contract.

13.2. Obligations of the County-

The County's Administrative Agent are designated to serve as project coordinator and to perform all tasks necessary to properly administer the terms and conditions of the Contract. If necessary, a specific project manager shall be authorized to perform the responsibilities of the County's Administrative Agent. The responsibility of the County's Administrative Agent is described below in "Customer Responsibilities".

13.2.1. Customer Responsibilities

Customer shall execute the responsibilities noted below in accordance with the Project Schedule.

1. Appoint a Project Manager with sufficient time and technical expertise to ensure the timely achievement of the Project Schedule.
2. Insure timely access to management authorized to make the necessary decisions related to business process and workflow changes to meet the project schedule for these decision deadlines.
3. Appoint an employee(s) to act as the AP Automation System Administrator of the Application Software. This person(s) shall be the customer's on site application expert and shall attend all of the application training sessions, including all end user training. This person(s) shall also be responsible for the ongoing setup and maintenance of the application software (users, groups, security levels, document types, etc.) as well as the management and monitoring of the application.
4. Appoint an employee(s) to assume the technical responsibilities related to the Servers, Database, Client Workstations and Network Storage Devices (if applicable) in the AP Automation System. These responsibilities shall familiarize the trainee(s) with the basic administration of the various services utilized for the AP Automation Application. The types of items addressed in this training shall include:

- Shutdown and startup procedures for the AP Automation processes and services;
 - Basic administration of the AP Automation application servers;
 - Basic database maintenance, backup procedures and monitoring status;
 - Maintenance of the software “GoToMeeting” and network connection for remote maintenance;
 - Installation of the AP Automation application agent(s) on Review workstations
5. Insure Sufficiency of air conditioning and environment for Server and network storage devices.
 6. Acquisition and installation of any additional hardware components necessary.
 7. Make attendance at scheduled training mandatory for the County’s personnel.
 8. Make office space available for Western personnel, 1 desk with a telephone capable of receiving and dialing outside the County, electrical outlets and at least one computer with network access to the AP Automation Software Application and Database Server and full Internet access.
 9. Ensure adequate access for contract personnel, including but not limited to: Temporary Key cards, keys, and or key pass to be able to pass through all areas necessary in fulfilling job functions including server room and restrooms.
 10. Meet with Western at scheduled times.
 11. Provide space or move furnishings as required to facilitate various stages of installation.
 12. Preparation of the installation site, modifications to facilitate machinery and equipment interfaced to the System in accordance with instructions provided by Western.
 13. Provide for remote diagnostic capabilities.
 14. Conduct daily, weekly and other backups of data and system in a manner consistent with the need to protect programs and data.
 15. Under all circumstances, Customer Project Manager shall coordinate with the Western Project Manager to promptly resolve all issues to ensure adherence to the Project Schedule.
 16. Install and maintain appropriate virus protection to the System.
 17. The County shall, upon request, furnish Western with all existing data, plans, studies and other information in the County’s possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the County and shall be returned to the County’s Administrative Agent upon completion of the services to be performed by Western.
 18. The County’s Administrative Agent shall conduct periodic reviews of the work necessary for the completion of Western services during the period of this Contract and may make other County personnel available, where required and necessary to assist Western. The availability and necessity of said personnel to assist Western shall be reasonably determined solely within the discretion of the County. The County’s technical obligations to the Project, if any, are stated in the Statement of Work.
 19. The County shall cooperate with Western as necessary to permit orderly and proper performance of services. Such cooperation shall include, but not be limited to: (a) timely provision of access to locations, facilities, and equipment to be provided by the County; and (b) the provision of appropriate test environments, consisting of necessary hardware configurations, networking and software version levels as may be necessary from time to time in order to verify system and application performance;

and (c) timely providing of information requested by Western and timely response to Western's questions.

14. Assumptions and Risks

14.1. Assumptions

The project scope, approach, implementation, timeframe and fees outlined in this SOW are based on the following assumptions:

- Unless otherwise agreed to in writing, services will be performed during normal WIS business hours (Monday through Friday, 8:00 AM to 5:00 PM local time, excluding holidays). Services performed outside of normal business hours will be subject to an additional charge.
- The Customer will designate a primary point of contact for the project with approval authority for all SOW project deliverables and will also denote any additional personnel that may be involved with the project.
- The Customer will designate appropriate access to each of the required servers and/or clients to WIS's technical representatives, as well as make available the appropriate technical contacts, if needed, representing the Customer.
- The Customer will schedule and coordinate any necessary meetings or interviews, and ensure project participants are informed. Meetings that do not occur as scheduled or do not have the appropriate attendees may impact project cost and schedule.
- All project deliverables will be submitted to the Customer for review. The Customer will provide one consolidated list of comments to WIS within ten (10) business days of submission. If no response or comments are received within the specified time, WIS will assume that the deliverable meets the success criteria.
- WIS will limit all configurations to out-of-the-box functionality unless otherwise specified in writing in this SOW. Configuration of the components will be limited to the features and functionality that can be included within the effort proposed for this engagement.

14.2. Risks

As with any project, a successful completion will be dependent on the identification and successful mitigation of risk. The following issues are recognized as potential risks to timely delivery and accurate completion of the project as described:

- After initial testing performed by WIS, it is expected that the configuration will be tested thoroughly by the Customer; in the event that it is not tested thoroughly, project goals and timelines may be adversely affected.

15. Change Order Management

The inclusion of any functionality and/or services by WIS that are beyond the scope of activities described in this SOW justifies supplementary negotiable service fees and may adversely affect the delivery timelines. All such changes to the scope of work will be set forth in writing, via a change order, and signed by both parties. Changes in methodology do not constitute a change order.

Payment Schedule

This payment schedule describes when the various system components are to be invoiced by Western Integrated Systems to the County.

Hardware- Hardware (scanners) will be ordered upon the receipt of an executed Purchase Order from the county and invoiced upon physical delivery. The total invoice amount inclusive of all discounts (not including tax) will be \$7,277.60 and include the following:

- Quantity 5 – Fujitsu 6140Z scanners
- Quantity 5- Fujitsu Advanced Exchange Service 3 year coverage

Software Licenses- Software Licenses will be ordered upon the receipt of an executed Purchase Order from the County and delivered electronically. Western will invoice the County upon delivery and receipt of the electronic software. . The total invoice amount inclusive of all discounts will be \$108,504.00 and include the following (Electronically downloaded software is not subject to sales tax):

- Kofax Invoice Processing Bundle; 120k Invoices Per Year Processed
- Kofax Capture File Interface
- Kofax Annual Software Maintenance and Upgrade Assurance
- FileBound Invoice Processing Bundle
- FileBound Annual Software Maintenance and Upgrade Assurance

Functional/Technical Requirements Documentation- Invoicing for this documentation will occur upon delivery of the completed document. The total invoice amount (inclusive of discounts) will be \$10,560 and includes the functional/technical requirements document.

Implementation Service- Implementation services are invoiced in two equal installments of \$23,100 (including discounts) as follows:

- \$23,100 invoiced upon completion of step 5 –Implementation
- \$23,100 invoiced on final acceptance by the customer

Pricing

This Pricing Schedule represents a fixed price for the Automated Invoice Processing project proposed to the County of San Mateo. All software, hardware and services required to implement the County's solution are included in this fixed price quote.

	QTY	Unit Price	Extended Price
Licensing			
Kofax Invoice Processing Bundle; 120k Invoices Per Year Processed <i>Includes: Kofax Capture, KTM, KTM Invoice Add-on Pack, KCIC-AEF, and KET</i>	1	\$54,120	\$54,120
Kofax Capture File Interface	1	\$15,000	\$15,000
Kofax Annual Software Maintenance and Upgrade Assurance		\$13,824	\$13,824
FileBound Invoice Processing Bundle <i>Includes: Unlimited Workflow Users 250,00 Page Repository Unlimited Workflow Routes</i>	1	\$33,630	\$33,630
FilBound Annual Software Maintenance and Upgrade Assurance	1	\$6,726	\$6,726
Professional Services			
Comprehensive Functional and Technical Requirements Document	1	\$12,000	\$12,000
Implementation Services			\$52,500
Hardware			
Fujitsu 6140Z Document Scanner	5	\$1,455	\$7,275
Advanced Exchange Warranty (3 years)	5	\$199	\$995
Project Investment			\$196,070
12% State and Local Government Discount			(\$23,528.40)
Total Project Investment with Discount			\$172,541.60

Appendix A - Sample Implementation Timeline

Implementation Timeline

1.) Discovery/Server Installation

Total time – Two Weeks

- Week One
 - Call to discuss client needs and begin discovery process-
 - On-site customer interviews
 - Install server if on-site
 - Gather Information on workflow/fields/release etc
- Week Two
 - Review Data/Project Worksheets
 - Outline Projects/Workflow

2.) Development

Total Time – Two Weeks

- Week One
 - Finish Rough Draft of Projects and Workflow
 - Demo Projects/workflow for client and review process to discover changes
- Week Two
 - Make major revisions to Projects and Workflow
 - Review new Projects/workflow for customer sign off

3.) Implementation

Total Time – One Week

- Week One
 - Implement Projects and workflow on customer site
 - Review to make minor changes

4.) Testing

Total Time- Two Weeks

- Both weeks
 - Test Projects and Workflows
 - Customer Run through of real scenarios
 - Make minor revisions
 - Customer Sign-off

5.) Training

Total Time – One Week

- On Site will be scheduled during implementation phase to give trainer time to review projects and workflows
- Remote training can be scheduled at any time for more customer convenience

6.) Follow Up

Total Time – Five Weeks

- Week One
 - Resolve open items from training sessions
- Weeks Two – Five
 - Schedule live date during this time or before
 - Open items and general support will be handled by Implementation team
 - Schedule call to give official hand off to support team

Appendix B – Kofax Capture Server Hardware Requirements

Server System Requirements

This section lists the requirements for installing Kofax Capture on a server station. This information is accurate as of May 1st 2013 and is subject to change.

NOTE: We recommend that you use a dedicated server for Kofax Capture.

Minimum Hardware Requirements

The following lists the minimum hardware requirements for the Kofax Capture server:

Processor: Pentium 4 processor, or equivalent

System memory: 1 GB or more

Disk space: 1.3 GB on any local drive, plus 300 MB available on your local C: drive or wherever your operating system is installed, for installation files, temporary files, and working space during processing. You may need even more disk space, if you have many image files or a large database.

Display: 1024 x 768 with 16 bit color, small fonts; 24 bit color is recommended for the best viewing of online Help

USB port: Kofax Capture hardware key (not required if installing with the software-based licensing option)

NIC: 100 Mbps

NOTE: Recommended requirements for a Kofax Capture server system are purposely not given as each implementation varies in capacity, load and processing. Testing your Kofax Capture processing workload in a test environment is highly recommended.

Appendix C – Kofax Capture Client Hardware Requirements

Client System Requirements

This section lists the requirements for installing Kofax Capture on a client workstation or standalone system. Along with all Home Office clients, TLI and FAP would be fall into this category. This information is accurate as of May 1st 2013 and is subject to change.

Minimum Hardware Requirements for a Client Workstation

The following lists the minimum hardware requirements for the Kofax Capture client systems:

- Processor:** Pentium 4 processor, or equivalent
- System memory:** 512 MB or more
- Disk space:** 680 MB on any local drive, plus 300 MB available on your local C: drive or wherever your operating system is installed, for installation files, temporary files, and working space during processing
- Display:** 1024 x 768 with 16 bit color, small fonts
- Parallel port:** Enhanced Bar Code Engine hardware key (optional)
- Printer:** 600 DPI to support the Separator Sheet Utility (optional)
- NIC:** 100 Mbps

Recommended Hardware Requirements for a Client Workstation

The following lists the recommended hardware requirements for the Kofax Capture client systems:

- Processor:** Pentium 4 processor, or equivalent
- System memory:** 1 GB or more
- Disk space:** 680 MB or more on any local drive, plus 300 MB or more available on your local C: drive or wherever your operating system is installed, for installation files, temporary files, and working space during processing
- Display:** 1024 x 768 with 24 bit color, small fonts; 24 bit color is recommended for the best viewing of online Help
- Parallel port:** Enhanced Bar Code Engine hardware key (optional)
- Printer:** 600 DPI to support the Separator Sheet Utility (optional)
- NIC:** 100 Mbps or higher

Standalone System Requirements

This section lists the requirements for installing Kofax Capture on a standalone workstation.

Minimum Hardware Requirements for a Standalone System

The following lists the minimum hardware requirements for the Kofax Capture standalone systems:

Processor: Pentium 4 processor, or equivalent

System memory: 512 MB or more

Disk space: 760 MB on any local drive, plus 300 MB available on your local C: drive or wherever your operating system is installed, for installation files, temporary files, and working space during processing

Display: 1024 x 768 with 24 bit color, small fonts; 24 bit color is recommended for the best viewing of online Help

Parallel port: Enhance Bar Code Engine hardware key (optional)

Printer: 600 DPI to support the Separator Sheet Utility (optional)

Recommended Hardware Requirements for a Standalone System

The following lists the recommended hardware requirements for the Kofax Capture standalone systems:

Processor: Pentium 4 processor, or equivalent

System memory: 1 GB or more

Disk space: 760 MB or more on any local drive, plus 300 MB or more available on your local C: drive or wherever your operating system is installed, for installation files, temporary files, and working space during processing

Display: 1024 x 768 with 24 bit color, small fonts; 24 bit color is recommended for the best viewing of online Help

Parallel port: Enhanced Bar Code Engine hardware key (optional)

Printer: 600 DPI to support the Separator Sheet Utility (optional)

Appendix D – FileBound Server System Requirements

FileBound Server Recommended Hardware Requirements:

NOTE Recommendation based on less than 1 million documents, workflow and 25 concurrent SQL Server running on the same server as the Web site.

Processor: Dual Processor Xeon 64 bit
.NET Framework 4.0 Extended

System memory: 8 GB

Disk space: 500 GB

FileBound Server Operating System:

FileBound server supports the OS's listed below in either 32 bit or 64 bit

- XP Pro
- Vista Business
- Vista Ultimate
- Windows 7 Pro
- Windows 7 Ultimate
- Windows 8
- Windows 8 Pro
- Windows Server 2003
- **Windows Server 2008R2 64 bit - Recommended**

Supported Database Environment

- SQL Server 2005
- SQL Server 2008 32 bit and 64 bit
- SQL Server 2008 R2 32 bit and 64 bit
- **SQL Server 2008 R2 64 bit SP3 recommended**
- SQL Server 2012

FileBound Viewer: The FileBound viewer comes in two versions:

Operating System

- Windows XP Home
- Windows XP Professional
- All Windows Vista Systems
- Windows 7 (32 bit and 64 bit)
- Windows 8
- Windows Server 2003
- Windows Server 2008

Supported Internet Browsers

- Internet Explorer 7.x, 8.x and 9.x
- Firefox 2.x – 8.x
- Opera
- Chrome
- Safari (Webviewer only on Mac)

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)



a. Employs fewer than 15 persons.



b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Greg Taylor

Name of Contractor(s):

Western Integrated Systems

Street Address or P.O. Box:

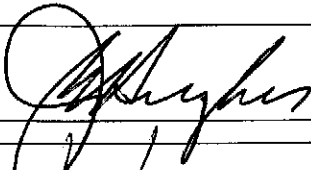
3640 Grand Ave, #100

City, State, Zip Code:

Oakland, CA 94610

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

President

Date:

8/08/2013

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.